

Queensland Renewable Energy Landholder Toolkit

June 2023



QUEENSLAND
FARMERS'
FEDERATION



This document has been developed in partnership with
The Department of Energy and Public Works.



Cover photo

Dunblane Solar Farm. Image Courtesy: Meralli Solar

Inside cover photo

Coopers Gap Wind Farm. Image Courtesy: Queensland Government

This report was produced by the Queensland Farmers' Federation

ENQUIRIES

For enquiries or further information about this report, please contact Queensland Farmers' Federation:

P 07 3837 4720

E qfarmers@qff.org.au

LIMITATIONS AND DISCLAIMER

While every care has been taken in preparing this publication, Queensland Farmers' Federation and the Queensland Government accept no responsibility for decisions or actions taken as a result of any data, information, statement or advice, expressed or implied contained herein. To the best of our knowledge, the content was correct at the time of printing. The toolkit is intended to provide general advice and not specific advice.

ACKNOWLEDGEMENTS

This report has been prepared by the Queensland Farmers' Federation with funding support from the Queensland Government.

QFF would like to acknowledge Project Committee Members for the development of the Toolkit including

Brent Finlay, *Farmer, Warwick*

James Walker, *Farmer, Longreach*

Liz Roberts and Mark Roberts, *Department of Energy and Public Works*

Lucinda Tonge and Nicholas Aberle, *Clean Energy Council*

Jo Sheppard, Jonathan Mendez and Andrew Chamberlin, *Queensland Farmers' Federation*

QFF would also like to acknowledge the businesses and individuals who were consulted and provided insights and feedback as part of the development of this Toolkit.



CONTENTS

Abbreviations

ABN	Australian Business Number
ABRN	Australian Registered Body Number
ACN	Australian Company Number
AEIC	Australian Energy Infrastructure Commissioner
AEMO	Australian Energy Market Operator
ASIC	Australian Securities and Investments Commission
BESS	Battery Energy Storage System
BOO	Build, Own and Operate
CCA	Conduct and Compensation Agreement
CPI	Consumer Price Index
DA	Development Approval
EPC	Engineering, Procurement and Construction
EQL	Energy Queensland Limited
FID	Final Investment Decision
FIRB	Foreign Investment Review Board
GFCQ	GasFields Commissioner Queensland
GIS	Geographic Information System
kV	Kilovolt
MW	Megawatt
NSP	Network Service Provider
PPA	Power Purchase Agreement
RAB	Regulated Asset Base
REZ	Renewable Energy Zone

QFF CEO Foreword	4
1. Introduction	5
Scope and objectives	6
How to use this Toolkit	7
2. Overview of renewable energy in Queensland	8
Queensland renewable energy projects: Under construction and proposed	9
3. What makes a site attractive to project developers?	10
4. Initial discussions between landholders and project developers	13
Hosting network connection infrastructure	15
Preparation	17
Leasehold land	18
Who do I want to work with?	19
Co-location of resources and renewable energy developments	20
5. Landholder Agreements	21
Initial Agreement	22
Option to Lease and Lease	23
The negotiation phase	24
Obtaining legal and financial advice	25
Understanding the potential impacts for landholders	26
Payment to host landholders	26
Neighbour payments	27
Group negotiation	28
Benefit sharing	29
6. Project Development Process	30
7. Landholder checklists	35
Checklist #1 How do you decide who to work with?	36
Checklist #2 What should be included in the Initial Agreement?	38
Checklist #3 What should I consider during negotiations?	40
Checklist #4 What should be included in the agreements?	41
File Notes and Records of Conversation	46
8. Useful Resources	47

QFF CEO FOREWORD



Queensland is set for a period of rapid growth in the renewable energy sector with the State Government's Queensland Energy and Jobs Plan setting targets and planning significant investments that aim to deliver clean, reliable, and affordable energy throughout the state.

The Energy and Jobs Plan identifies up to 95 per cent of new clean energy infrastructure will be developed in regional Queensland and the Queensland Energy and Jobs Plan has set targets for the state to reach 70 per cent renewable energy by 2032 and 80 per cent by 2035.

Many landholders across the state are now being approached to consider hosting renewable energy developments on their land. It is important that land sharing agreements are well thought through and understood by the landholder and that they result in stable, economically sound, and sustainable outcomes for all parties, including the landholder themselves, their neighbours and the broader community.

The Queensland Farmers' Federation (QFF) has developed the Queensland Renewable Energy Landholder Toolkit (the Toolkit) to provide information and practical guidance for landholders considering becoming a landholder host. The Toolkit has been developed through considerable consultation with stakeholders including landholders, developers, government bodies, and legal and financial professionals.

The Toolkit provides general background information and an extensive range of considerations for landholders who may be reviewing commercial agreements to host renewable energy infrastructure on their property as well as for those landholders who are at subsequent stages of development. It may also be a useful document for neighbours and communities seeking to understand the impacts and opportunities relating to a renewable development being built in their region.

QFF hopes that the Toolkit provides landholders with support to make more informed decisions when considering hosting renewable infrastructure. As outlined in the Toolkit, it is essential that landholders obtain sound legal and financial advice before entering into any agreement with a renewable proponent.

Whilst the Toolkit will be a valuable supporting document for farmers, it is the first step of many. QFF will continue to work across our membership to support Queensland farmers to successfully navigate the risks and the opportunities ahead to work towards a sustainable future for agriculture and regional communities.

I extend my sincere thanks to the project steering committee, the individual farmers, the Department of Energy and Public Works and all stakeholders who have given their time and expertise to help develop this resource for farmers. Your collective input, experience and contributions have been invaluable and are much appreciated.

Jo Sheppard

CHIEF EXECUTIVE OFFICER,
QUEENSLAND FARMERS' FEDERATION



INTRODUCTION

INTRODUCTION

Queensland is poised for strong growth in renewable energy over the next 10 years and beyond with an abundance of sunshine and wind across the state. Queensland plans to grow its renewable energy generation and storage with the Queensland Energy and Jobs Plan setting new targets to reach 70 per cent renewable energy by 2032 and 80 per cent by 2035.

With increasing interest in the development of mostly solar and wind projects, a growing number of landholders are considering the potential to host renewable energy generation on their property having been approached by renewable energy developers. It is important that farmers are supported to make informed decisions when assessing the associated opportunities and risks to ensure they are able to determine the direction they wish to take their farming enterprise into the future.

This Toolkit:

- a) provides information and guidance for landholders considering hosting renewable energy projects
- b) supports landholders to navigate the stages of renewable energy project development should they decide to proceed with negotiations or enter into an agreement with a renewable energy developer.

Through a period of consultation with numerous stakeholders including landholders, industry representatives, legal and financial advisors, and other representative bodies, a broad range of insights have informed the development of this Toolkit, providing you, the landholder, with a full spectrum of relevant considerations.

The Toolkit suggests what should be considered during negotiations and the preparation of agreements, but does not contain specific advice and as such, each landholder should seek suitable independent advice for their specific circumstances.

The toolkit also provides advice to the landholder to assist in achieving good project outcomes such as community consultation and benefit sharing.



Scope and objectives

The Toolkit has been prepared as an informative resource for Queensland landholders to understand:

- what makes sites attractive to renewable energy developers
- the potential impacts and benefits
- the relevant legislation and financial considerations
- the stages of project development
- any specific issues they may need to consider at each phase.

Network infrastructure: Transmission and distribution (poles and wires)

This toolkit recognises that there are regulated processes that govern how Network Service Providers (NSPs), or electricity network businesses such as Energy Queensland (Ergon and Energex) and Powerlink plan and develop routes for the construction and maintenance of regulated network infrastructure. This guide is not intended to overlap with this regulated process.

Links to details about *Electricity Network Planning* are available at [Useful Resources](#). There are also details of a number of initiatives to assist communities engage with network planning processes such as the Energy Charter.

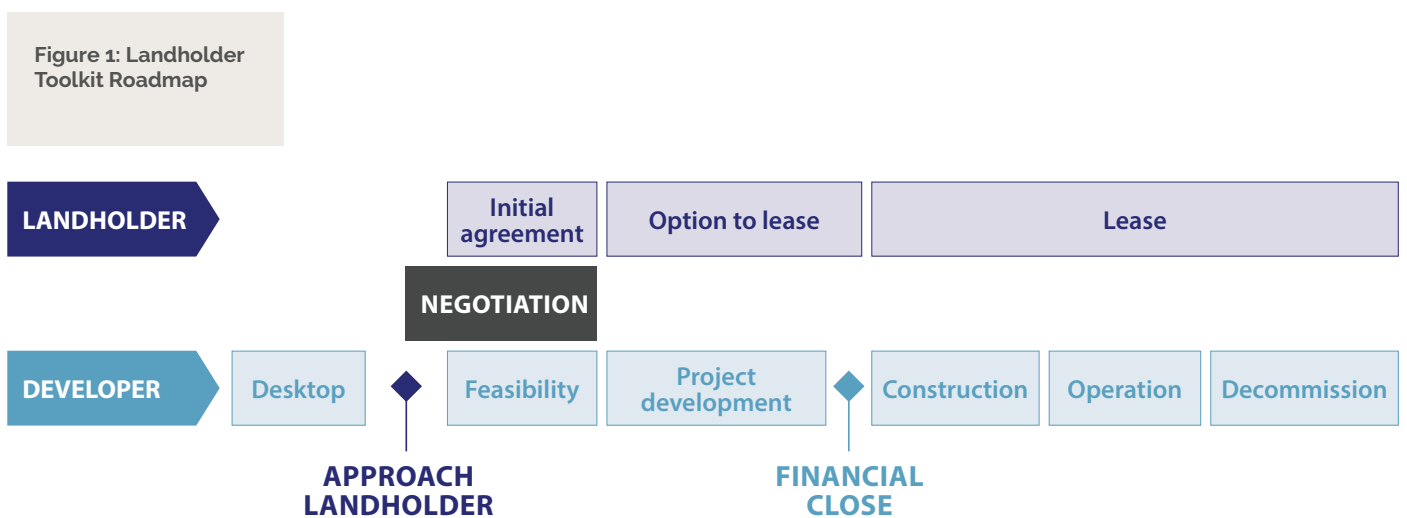
If you are a neighbour of a renewable energy project that may not host a generator but may host network infrastructure that is associated with the development, then refer to the section on [Hosting network connection infrastructure](#).

How to use this Toolkit

The Toolkit is structured around how the landholder may experience renewable energy projects, which is the sequence of engagement and agreements that are entered into during the project lifecycle.

The agreements are tied to the feasibility and development process which developers follow when proposing and delivering their projects. Each developer may have their own process, so a general version is shown based on consultation with a number of developers.

Figure 1 shows how the agreements generally relate to the development process.



The Project Development process includes all aspects of the project that the developer undertakes during the feasibility and development process such as resource assessments, network assessment and connection agreements, foreign investment approval, planning and environmental approvals, construction planning and pricing and the commercial aspects such as securing the revenue for the project by progressing a power purchase agreement with an electricity retailer. It is important for the landholder to understand that this work is being done by the developer at the same time. The development phases of the project are outlined in Section 6: Project Development Process.

The toolkit also provides resources for the use of the landholder during discussions with the developer including:

- **Checklists** for various stages of the discussion (section [Landholder checklist](#))
- **File Notes** or **Records of Discussion** for you to take notes as you discuss the project with industry (section [File Notes and Records of Conversation](#))
- **Useful Resources**, where more information is available on the topics covered in this Toolkit.



Western Downs Green Power Hub. Image Courtesy: Queensland Government

An aerial photograph of a wind turbine under construction. The white tower and nacelle are visible, with a red lattice crane positioned vertically next to the tower. One of the white blades is being lowered into place by the crane. The background shows a lush green forested area with rolling hills under a cloudy sky.

OVERVIEW OF RENEWABLE ENERGY IN QUEENSLAND

OVERVIEW OF RENEWABLE ENERGY IN QUEENSLAND

Queensland has set ambitious goals to become a major contributor to the renewable energy sector, with the aim of providing clean and affordable energy to boost economic growth, employment, and investment in the state, as part of the ongoing transition towards cleaner energy sources.

Queensland has a high penetration of rooftop solar systems and a rapidly growing portfolio of large-scale renewable energy projects throughout the state.

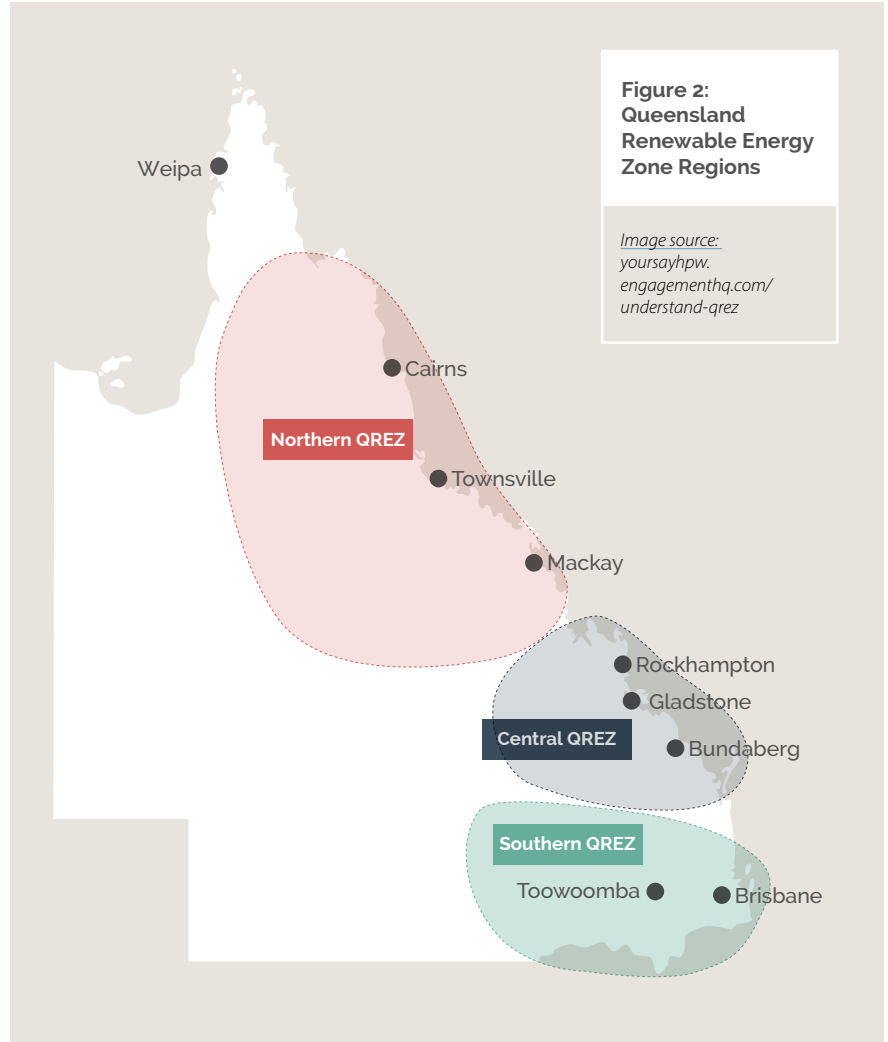
Queensland has three Renewable Energy Zones Regions which are considered to have high quality resources and where it is proposed that coordinated development may occur. The Zones are shown in *Figure 2*.

The Queensland Energy and Jobs Plan sets out actions for the state to achieve the target of 70 per cent renewable energy by 2032 and outlines a path for Queensland's energy system to evolve to deliver clean, reliable and affordable energy.

The Plan includes:

- a Supergrid Infrastructure Blueprint
- a Regional Energy Transformation Partnerships Framework.

Regional Queensland has a significant role in this transition which brings both opportunities and risks for communities and farming enterprises. Opportunities for regional development can only be maximised if community engagement and participation is included across the project development.



QLD renewable energy projects: Under construction and proposed

The QLD Electricity Generation Map shows the location of Queensland's existing power stations with greater than 1 megawatt (MW) installed capacity with information about fuel type, size (MW), ownership, and commissioning date. The map also displays proposed power generating facilities publicly announced by project developers. It is important to note that not all of these proposed facilities will necessarily progress to construction.

The Queensland SuperGrid Infrastructure Blueprint estimates that 540,000 hectares of land for wind turbines as well as up to 40,200 hectares for solar farms, will be needed to achieve a 25,000 MW renewable generation target by 2035.¹

1. Estimates from p26 of the Queensland SuperGrid Infrastructure Blueprint allowing for 4 hectares per MW for solar farms and 200 hectares for each wind turbine.

WHAT MAKES A SITE ATTRACTIVE TO PROJECT DEVELOPERS?

Longreach Solar Farm. Image Courtesy: James Walker

WHAT MAKES A SITE ATTRACTIVE TO PROJECT DEVELOPERS?

There are a number of factors that make a site appealing to renewable energy developers. Some are common to each technology and some of the factors are unique to the technology. For example, as energy projects need a suitable connection to the electricity network, one of the primary factors relates to having close access to a high capacity network connection point. Each technology then has siting characteristics relating to the availability of the resource, as well as different planning and environmental considerations.

The extent to which these factors are suitable may make a site more appealing for a developer. The developer must weigh up these different factors to determine whether a project may be suitable.

For example, a site may have a very close network connection point but be constrained by some planning and environmental considerations that might limit the capacity of the site, such as the presence of good quality agricultural land or sensitive habitat areas. In this case, the developer may progress a lower capacity project because of its easier network access.

Similarly, a developer may be considering a large, unconstrained site which is further from a network connection point. They may consider that the ability to build a larger generator may outweigh the additional costs of building a longer network connection.

A developer is constantly weighing these factors as they conduct their feasibility assessments and development phases to determine their most suitable project. Accordingly, the scale and footprint of the project is likely to change as these assessments are completed.

Table 1 highlights the factors that may make a site appealing for various renewable energy technologies.

“

Usually land that is close to the electricity grid connection will be sought first.

”

**RENEWABLE ENERGY
DEVELOPER**



Whitsunday Solar Farm. Image Courtesy: Edify Energy






	Wind	Solar	Battery Energy Storage Systems (BESS)	Hydropower	Bioenergy
					
Resource availability	Economically viable wind resource.	High solar irradiation <i>(Most areas of Queensland have sufficient solar resource availability).</i>	Not applicable.	Water availability and reliability, ability to construct required infrastructure.	Close to feedstocks.
Land characteristics	Flat or undulating land, or elevated land and ridge lines conducive to laminar wind flow.	Clear, flat or gently sloping land with low risk of weather hazards such as cyclones, floods and hailstorms.	Small flat sites preferable. Will generally seek to avoid areas of hazard such as flooding or bushfire.	Specific siting requirements for upper and lower reservoirs.	Small area of land.
Network access	Proximity to a suitable and strong network connection of suitable voltage and capacity to suit the scale of project. Detailed analysis to minimise the risk that export will be limited, or curtailed, based on other nearby developments or other grid constraints.				
General planning and environment	General issues relating to the establishment of renewable energy on rural lands including the presence of significant wildlife and ecosystems, agricultural land use, transport and access and amenity impacts along with issues that are specific to each technology below.				
Specific planning and environment	Impacts to nearby sensitive land uses such as noise, shadow flicker, electromagnetic and television reception. Protecting aviation services and safety and minimising construction impacts.	Visual impacts to nearby land uses and minimising construction impacts.	Potential Impacts to nearby sensitive land uses such as visual and noise.	Direct infrastructure impacts and flooding impacts of reservoirs. Hydrological impacts on river systems.	Impacts to nearby sensitive land uses (odour etc).

Table 1 Renewable energy siting considerations

Site constraints

Developers conduct a number of studies during the feasibility phases to identify any constraints that may impact the size and scale of the development. The significance of any constraints and the area affected may force a developer to change proposed layouts or incorporate other mitigation measures into project planning. The cumulative impact of a number of constraints may make the project unviable and the developer may cease work on the project.

More details about how the feasibility phase is available in [Section 6: Project Development Process](#)



Kaban Green Power Hub Farm. Image Courtesy: Neoen

INITIAL DISCUSSIONS BETWEEN LANDHOLDERS AND PROJECT DEVELOPERS



INITIAL DISCUSSIONS BETWEEN LANDHOLDERS AND PROJECT DEVELOPERS

A landholder may not even think about the prospect of hosting a renewable energy development on their property until they are first approached by a developer.

The developer may have identified the site in a desktop assessment so will have enough detail to know that the site has some potential but will need to undertake some initial studies to increase the certainty of a project. For more details of the development process, refer to section [Project Development Process](#).

Farmers can approach developers if they are interested in hosting a renewable energy developer.

The landholder will need to consider whether they are interested in hosting such a development and the impact that it may have on other current or planned uses for the land.

The developer will ask the landholder to consider hosting a project and is likely to ask them to sign an initial agreement while some investigations are undertaken.

It is important to note that a farmer can say no

- You are not required to sign an agreement with a renewable energy company if you do not want to host a renewable energy development on your land.
- There are no obligations for you to meet certain timing to sign an initial agreement.
- A renewable energy developer cannot undertake activities on your land without your agreement.
- If you choose to say 'no' to hosting a project, it is worth keeping up-to-date with developments occurring locally or on neighbours land.



“

There is no obligation to negotiate... this process is different to gas and resources developments.

”

LANDHOLDER

This initial discussion time is very important as you may need to consider:

- Are you interested in hosting a renewable energy project on your land?
- Does this opportunity support the future you want for your agricultural enterprise?
- What information do you need to gather and how do you prepare?
- What might the impacts be on my existing or planned operations?
- How do you decide who to work with if there is more than one company interested in your land?
- What are the steps in working with the developer: what progress of agreements and what level of commitment is required from you and when?
- What will be the impacts on my neighbours and my wider community and how prepared is a company to work with these issues?
- If you say no, could you miss out on potential benefits if a project still goes ahead in the area?

For further details of what is commonly included in a typical initial agreement, please refer to [Checklist #2: What should be included in the Initial Agreement?](#)

Are you interested in hosting a renewable energy project on your land?

Consider the benefits and impacts of having a renewable energy project on the land and who will need to agree to the project.

Benefits

- May provide a diversified income over the life of the agreement which is separate to agricultural income.
- Site benefits such as upgraded internal access roads and fencing. May add value to property.
- Potential community benefits.
- Other environmental benefits such as emissions reduction.

Impacts

- Change to property operations with a new interest on the land.
- Does the project involve all or part of the land? Will the remainder of the land be viable if the project site is excluded? Will you be able to run stock on the land once the project is operational?
- Length of the contract – will this constrain future agricultural development for you or your successors?
- Contractors accessing site for investigations during development phase.
- Construction phase impacts including works off-site that may cause some impacts for surrounding areas.
- Operational impacts – impacts specific to the technology such as noise.
- New operations which may give rise to extra workplace health and safety requirements.
- Potential for adverse community reaction.

Consultation

- Do all parties that have an interest in the property support the concept of a renewable energy project on the property? This includes but is not limited to: any successors, business partners, trustees, mortgagees and easement holders.
- If you hold a tenure under the Land Act 1994 (Land Act), it is recommended that you contact the Queensland Department of Resources at this stage for information (refer to [“Is my land state leasehold land”](#) below).



Western Downs Green Power Hub. Image Courtesy: Queensland Government

Hosting network connection infrastructure

The developer or a Network Service Provider (NSP) (Powerlink or Energy Queensland Limited EQL) may approach you as your land may form part of a preferred route to connect a new renewable energy project to the electricity network.

In this case, you may be approached as it may have been identified that your property might be suitable to host network infrastructure rather than the renewable energy development itself. Network infrastructure provides a route to carry the electricity from the renewable energy project to the electricity network. This route may form part of the project that is to be delivered by the renewable energy proponent or it may become part of the State's power network, separate from the project. Queensland's Network Service Providers (NSP): Powerlink (transmission) and Energy Queensland (distribution) may also become the owner of the asset with responsibilities to maintain the asset and its easement.

It is important to understand the possible connections a renewable energy project may have with Queensland's Network Service Providers (NSP)s. In order to connect a renewable energy project to the electricity network, a customer connection is required. A customer connection defines the ownership of the hosting infrastructure and associated responsibilities between the NSPs and the proponent for the project. There are two processes that can be followed:

1 The regulated grid planning and construction process, where the NSP:

- identifies and selects corridor options
- negotiates the corridor following landholder consultation
- establishes an easement over land for the infrastructure
- contracts construction directly
- constructs infrastructure which may become part of the state regulated asset base (RAB) where the NSP is responsible for operation and management of the infrastructure and corridor.

2 Where the developer may choose to manage some of these tasks such as:

- negotiating the corridor with the landholders
- establishing easements over land for the infrastructure
- applying for planning and environmental approvals
- contracting construction to third party or an NSP.

Infrastructure is then constructed and the maintenance and ongoing operation of the line may become the responsibility of the NSP.

It is important to note that:

1. Landholders can negotiate suitable arrangements from the time they are approached to form part of the network connection route.
2. The agreement and incentives received by hosting landholders, may be different to landowners who host the generating equipment.
3. Powerlink or Energy Queensland may not be able to negotiate any additional outcomes or benefits once they have been engaged, than that what has already been negotiated and agreed by the Developer.
4. The site may then be managed by the contractor that is working for the NSP and not by the renewable energy developer.
5. Decommissioning of network infrastructure is rare.

You may wish to consider treating these negotiations as you would if you were negotiating with the developer for the location of a renewable energy project and ensure that you reach agreements about suitable payments and access considerations before signing any final agreements.

Powerlink has recently developed a new landholder payment framework. A link to the SuperGrid Landholder Payment Framework can be found in our resources section.

If you have any concerns or requirements about the long-term operation of the infrastructure, you need to negotiate these with the developer and ensure they are documented clearly for ease of reference throughout the life of the assets.

Timing

Developers will be keen to move quickly on the project and may press you to decide and sign an initial agreement quickly. This is generally because of competitive pressure to secure sites and secure network connections.

While there is no legal requirement for you to meet certain timelines in signing an agreement with a proponent, you should be aware that they will have competitive pressures and be trying to move quickly to secure sites and gain the necessary approvals. Although you are not bound by these timelines, companies may be working with several landholders at any one time, and delays on your part may lead them to choose another site or leave your site out of a project footprint.

As a result, if you are interested in hosting a renewable energy project, it may be beneficial to act promptly and keep the project developer informed of your considerations and progress with regular communication. It is equally important, however, that you fully consider the opportunities and risks when deciding whether or not to proceed.

Some developers may pressure landholders into signing agreements before they have time to check the agreements thoroughly. It is critical that a Landholder understands the agreement and its timelines.

“

Everything is about speed, we are always in a race with someone, especially when it comes to the grid connection.

”

DEVELOPER

Timing: The race to secure network access

One of the key areas of competition amongst renewable energy developers is the access to the electricity network. Developers will try to secure a location with a close point of connection to the network or in an area they consider has the necessary capacity to connect their project.

Timing is critical for the developer as there may be limited capacity in the electricity network. Developers must follow a number of steps in order to assess and then commit to a network connection (See section **Electricity Network Planning in Useful Resources** for more information). The Network Service Providers may be assessing proposals from competing projects and as they are bound by confidentiality arrangements, they are unable to disclose that they are working with other developers.



Western Downs Green Power Hub. Image Courtesy: Queensland Government

What preparations can I make?

If you are well prepared for the discussions with a renewable energy developer, it is likely that the negotiations will be able to proceed more quickly with more suitable outcomes for both parties.

If you know you are likely to be in an area that is suitable for renewable energy projects and/or wish to approach a developer yourself, you can make these preparations in advance of any discussions.

If you haven't made these preparations before you are approached by a developer, you may wish to make time for these preparations during the period an **Initial Agreement** is in place. In this case, you may wish to ensure that the initial agreement does not bind you to any future actions or activities that may limit your planning for the site.



Preparation

Have your plans ready

It is important to have detailed information about the property and the business that will help you make decisions about potential renewable energy developments.

Consider gathering or preparing the following:

- Plans of the Farm including the location of:
 - current farming activities and areas
 - ownership of various areas by different entities (such as farm business, family members, self-managed super funds, trusts etc)
 - other encumbrances such as easements, leases, mining and resource activities
 - future plans for farming and other activities
 - known sensitive areas such as agricultural land, protected vegetation, waterway corridors
 - “no go” areas which you would like to keep free from development
 - biosecurity plans.

Other documentation that you may wish to have considered as you enter into discussions with developers:

- a land valuation
- farm succession plans
- financial returns from areas of the farm (such as revenue or profit per hectare or field) so that current farm revenue can be compared to renewable energy income and to help inform discussions with legal and financial advisors.

You may not wish to share all of this information with the developer during negotiations but have it at hand for your own deliberations.

“

The more preparation you have done, the better. Have a blueprint for what you would like to happen with your farm over time: you may be able to bring some of these projects forward by negotiating with the developer.

”

LANDHOLDER

Your Local Council may be able to assist with planning maps and maps of sensitive areas and the Department of Resources can provide details of mining and resource tenures. For more information see Planning and Development in Queensland in [Useful Resources](#).

Is my land state leasehold land?

If you lease a site from the Queensland Government under a Land Act 1994 lease, there are some additional requirements to consider. Approximately 62 per cent of Queensland is State Land, including unallocated state land, with around 46,000 rural leases in place.

If your site is leasehold land, you can either apply to convert land to freehold or apply to have an additional purpose added to the lease. You will need to consider the advantage and disadvantages of converting to freehold land before doing so for a renewable energy project.

Leasehold land

The Queensland Department of Resources advise that freehold is considered the most appropriate tenure for renewable energy projects on leasehold land. Leaseholders can apply to convert their lease to freehold but need to meet certain criteria (e.g. native title is addressed) and pay a purchase price/other associated costs. For primary production leases, the purchase price is at a discounted value.

Where a leaseholder doesn't convert their lease to freehold, they may apply under the Land Act to have an **additional purpose** of renewable energy to be added to the purpose of their lease —e.g. their existing lease could be for grazing/pastoral purposes and an additional purpose of renewable energy can be added. The lease – purpose will be grazing/pastoral and renewable energy. *The Operational policy - Additional purpose of a lease SLM/2013/425* provides some guidance.

The leaseholder may sublease to a renewable energy proponent subject to meeting certain Land Act requirements.

Native title will need to be addressed before the conversion of the lease to freehold tenure, an additional purpose is approved, or a sublease is entered into.

For projects on Leasehold land, the Department of Resources, as owner, is responsible for providing owners consent to the development application.

Leaseholders should contact the Department of Resources in the early stages for further information.

For more Information about project planning stages, refer to the Land Access and State Lands section of [Useful Resources](#).

“

We had an unused 132kV powerline through the property. We had about four developers approaching at once.

”

LANDHOLDER



How do you decide who to work with?

A renewable energy project is a long-term project, and you will be dealing with a company for an extended period of time: leases may be in place for over 30 years with options to extend.

You may have only one option as there may be one developer interested in the site. If there are a number of developers interested, you will need to work through the best way of selecting the most appropriate partner for your circumstances.

You may need to decide this before you sign an Initial Agreement as confidentiality and exclusivity provisions in an initial agreement may prevent you from working with other developers while the Initial Agreement is in place.

There are many developers active in the industry, with a variety of skills, resources, experience and business models such as:

1. Prospectors: Some developers will do the work necessary to enable them to sell the project to another entity that will take the project forward through the next stages.
2. Builder, Owner, Operator: Some developers will complete the whole development process through to the commencement of construction works and may look to own and operate the asset once operational.

You will want the company to give you confidence that they will be able to progress the project efficiently and with a high priority and therefore have good experience in such projects.

Who do I want to work with?

How do you do your due diligence on the proponent?

It may not be easy to tell, though some of the considerations are below:

Financially viable

You will want to make sure the company you are working with has the financial resources to plan and deliver a project; is likely to be around to manage the project and will be able to return the site to its original condition at the end of the project.

Business model

There are a number of business models for developers who may prefer to take a short or long-term interest in the projects. For example

- Prospector Model: a shorter-term interest in the project and may secure the site with approvals then sell to a developer.
- A Builder Owner, Operator (BOO) model: a company that plans to develop the site and own for the long-term.

Note that with either option above, ownership can change over the life of the project. For example, a BOO model operator may sell the project once operational to a new owner that may contract out the operations.

You may also wish to ask the developer if they offer a co-investment model where you or the members of the community may be able to purchase shares in the project.

Track record

Selecting a company with relevant experience in delivering similar projects has several advantages including:

- they can list projects that they have delivered, possibly in the same state or country.
- they are able to offer to take you to a project they have delivered to meet landholders and members of the community and Council.
- they can show final plans of similar projects they have delivered to talk about the likely scale of the project.

Committed

This project has a high priority within the company so that it will progress quickly, rather than a company that may have a list of projects and may compete internally for the funds to develop them.

Are your values aligned with the developer?

You may wish to work with a company who operates in a way that aligns with your values. This might include a company who:

- is keen to maintain a good Social Licence to Operate (see text box) and:
 - o will communicate openly with neighbours and members of the community
 - o may offer community benefits, such as local benefit sharing programs, prioritising use of local businesses, and even community investment options
 - o applies the same standards to their contractors
 - o has a track record in meeting best practice guidelines for aspects of the development process such as community consultation and benefit sharing.
- Has committed to the Clean Energy Council's Best Practice Charter for renewable energy projects. This Charter outlines a commitment by signatories to engage respectfully with the communities in which they plan and operate projects, to be sensitive to environmental and cultural values, and to make a positive contribution to the regions in which they operate.
- Has its own sustainability and decarbonisation targets and is committed to other Sustainability Measures such as the [United Nations Sustainable Development Goals](#).

Are you comparing like for like?

Initial layouts proposed by developers may include more turbines or solar arrays than are likely to be finally approved or installed. These may be reduced as developers make more investigations on the site. Be aware that developers may show you initial layouts and some may be more ambitious because they have not yet assessed all constraints.



What is Social Licence to Operate?

The Queensland Solar Farm Guidelines define Social Licence as: *The general level of acceptance, approval or support, continually granted to a solar farm proponent's proposed or actual project, by local communities and other stakeholders (p7).*

The guidelines set out some practices that a proponent may implement to achieve social licence for the project.

Note that the concept of Social Licence applies to all developments and developers alike.

Refer to [Checklist #1: How do you decide who to work with?](#) See also information in [Useful Resources](#) relating to community consultation, benefit sharing and regional renewable energy.

Disputes and Complaints

Ensure that you discuss a dispute resolution procedure in your early discussion with the proponent and decide on a clear process for resolving disputes with the developer and complaints about any aspects of the project. These should be documented in any agreements.

If any disputes arise during the project, you may be able to call on the agreed dispute resolution process.

If the dispute resolution process fails to resolve the matter, you may make a complaint to the [Australian Energy Infrastructure Commissioner \(AEIC\)](#) or other suitable agency to assist.

Co-location of resources and renewable energy developments

Where a site has resource interests such as exploration or mining leases, there are other parties that should be included in the discussions. Any resource companies that have an interest should be advised of the potential for a renewable energy project and introduced to the developer.

Mineral and energy resources found in Queensland are not owned by individuals or companies, regardless of who owns the land over which the resource lies. The Queensland Government owns and manages these resources.

Access to land by resource companies is governed by legislation in Queensland and landholders should refer to the Gas Guide which has been produced by the independent [Gas Fields Commission Queensland \(GFCQ\)](#) to help landholders navigate the processes and pathways for petroleum and gas development on private land.



The Gas Guide & Roadmap for landholders navigates through oil and gas project development, the different stages of the gas industry and provides advice to landholders about the different stages of projects.

The type of agreements negotiated with resource companies are different to those negotiated with renewable energy companies.

Conduct and Compensation Agreement (CCA)

Resource companies accessing private land to undertake 'advanced activities', must negotiate a land access agreement, commonly known as a Conduct and Compensation Agreement (CCA) which is a legally binding document and the most widely used agreement in Queensland between a landholder and a resource company (oil, gas or minerals) seeking access to and conducting authorised activities on private land.

Landholders should seek legal advice to understand the rights and obligations when a CCA is delivered to them following the [Mineral and Energy Resources \(Common Provisions\) Act 2014 \(MERC Act\)](#) and [Land Access Code](#).

To assist landholders, the [GFCQ](#) has developed a 'Negotiating a Conduct and Compensation Agreement' Fact Sheet containing 7 tips for land access negotiations. The seven tips are relevant to discussions between renewable energy developers.

Commonly Oil and Gas tenures have a duration of 15-30 years, and it is required that both the resource company and landholder have an efficient communication across the oil and gas project development.

After a compensation agreement has been entered into, a material change in circumstances may impact the amount of compensation payable. If you have concerns that the circumstances agreed to in the compensation agreement have changed significantly you should seek further advice.

What if I have a gas or resources development on my land?

The presence of resource interests on land does not necessarily prevent the development of a renewable energy project, though there may need to be discussions between the landholder and the affected companies.

If there is a gas tenure over the property but no CCA, it is advisable to inform the tenure holder, but not mandatory. Renewable Energy proponents should do their due diligence on any resource tenures over the land.

It may be suitable to initiate discussions between the renewable energy developer and the resource company. If the landholder has communicated their requirements to both companies, they should be able to reach an agreement about coexistence. The landholder may wish to monitor these or have a representative keep abreast of the discussions but may not need to be involved in all of the discussions.

The developer may request spatial data of the gas or resource infrastructure over the land from the tenure holder to share with the developer.

A close-up photograph of a person's hand holding a light-colored pen, writing on a document. The document is resting on a wooden desk. The background is blurred, showing other people in a professional setting. A white rectangular box is overlaid on the upper part of the image, containing the text 'LANDHOLDER AGREEMENTS' in bold, white, uppercase letters.

LANDHOLDER AGREEMENTS

LANDHOLDER AGREEMENTS

There are a number of agreements that a developer may use throughout the process to provide them certainty as they undertake their investigation and then develop and operate the site.

The progress of agreements is generally aligned with key milestones in the development process.

This section outlines the different agreements that a developer may use throughout the process to provide them certainty as they undertake their investigation and then develop and operate the site.

There are a lot of different types of agreements used by developers at the stages of project development.

They generally fall in to three categories:

1. Initial Agreement
2. Option to Lease (or to Purchase)
3. Lease (or Purchase)

Figure 3:
Progress of
Agreements

1 Initial Agreement

2 Option to Lease

3 Lease

The developer may be able to share copies of all agreements with you early in the discussions.

Initial Agreement

1 Initial Agreement

An initial agreement will typically take the form of an Access Agreement, Licence Agreement or Exclusivity Agreement.

The purpose of this initial agreement is to:

- a) Provide for exclusivity over the land to ensure other developers can't run parallel investigations.
- b) Allow for consultants and contractors to access the land to conduct investigations and studies required to gain more certainty for the site.
- c) Secure your site with exclusivity provisions that prevent you from entering into a similar arrangement with another company.

The initial agreement period may provide the time to assess whether you would like to have a development on your property over the long term and to do the necessary preparation and planning for the next stage of discussions and negotiations.

Initial agreements may often include confidentiality provisions to protect the developer's interest in the site. You should ensure that that these provisions do not prevent you from taking advice about the project as required. For example, you may wish to discuss the project with neighbours, financial advisors, family members and your local Council.

The developer may have a staged approach to discussions with neighbours and the community so discuss the communications process with them. The confidentiality provisions may restrict who you can share the actual agreement with.



Initial Agreements

Generally, these initial agreements provide the developer with rights over the landowner's property for a defined period of time while they conduct investigations.

They will vary according to the developer: Some will be relatively simple to allow site access; and others may be more complex with confidentiality and obligations to consider subsequent agreements.

What should be included in the Initial Agreement? Refer to [Checklist #2: What should be included in the Initial Agreement?](#)

“
Agreements are complicated and you need to get your head around it.



LANDHOLDER



MacIntyre Wind Farm. Image Courtesy: ACCIONA Energía

Option to Lease and Lease

2 Option to Lease

3 Lease

Once the development process has progressed to a point where the developer is satisfied that there is a good prospect of a project, they will move to sign long-term agreements with the landholder.

This generally takes the form of an Option to Lease, or Option. The option secures the site for a longer period of time and commits both parties to enter into a Lease once the pre-conditions of the Option are reached. In some cases, the developer will want to purchase the land and may also propose to lease back the land that is not used for the project to the seller for a token amount (for example, grazing may help weed control around the project).

In most cases the final **Lease** will be attached to the **Option to Lease**. This is because the Developer will need to be able to exercise the option once all the preconditions are met, such as reaching Financial Close.

As a result, the lease terms and condition will all be agreed at the time the Option agreement is signed other than allowance for some variations that may occur during the later stages of the development process such as micro-siting of the project and access roads.

Where the developer is owned by foreign entities or individuals not residing in Australia, the option to lease (or to purchase) may include a foreign investment approval as a condition to the final lease or purchase contract being executed.

It is unlikely that any new matters can be incorporated into the Lease once the Option is executed so it is essential that all relevant matters are included in the Lease at this early stage. It is therefore important to ensure that the landholder is comfortable with all aspects of the lease at the time the option is signed.

The checklist includes detail and considerations for each stage of the development.

“

Understand the information available at the moment of signing off the agreement – acknowledge that not all information is available so need to consider that before signing off.”

“Need to consider tax impacts on your land.

”

LEGAL ADVISOR

“

Don't sign anything until you get competent legal advice. You need a documented process to go through if you don't agree.

”

LANDHOLDER

“

Make sure whoever is providing your legal advice actually has experience in renewable energy contracts.

”

LANDHOLDER

For more information, refer to the [“Considerations for Landholders before entering into Commercial Agreements”](#) by the Australian Energy Infrastructure Commissioner (AEIC).

What should be included in the Agreements?

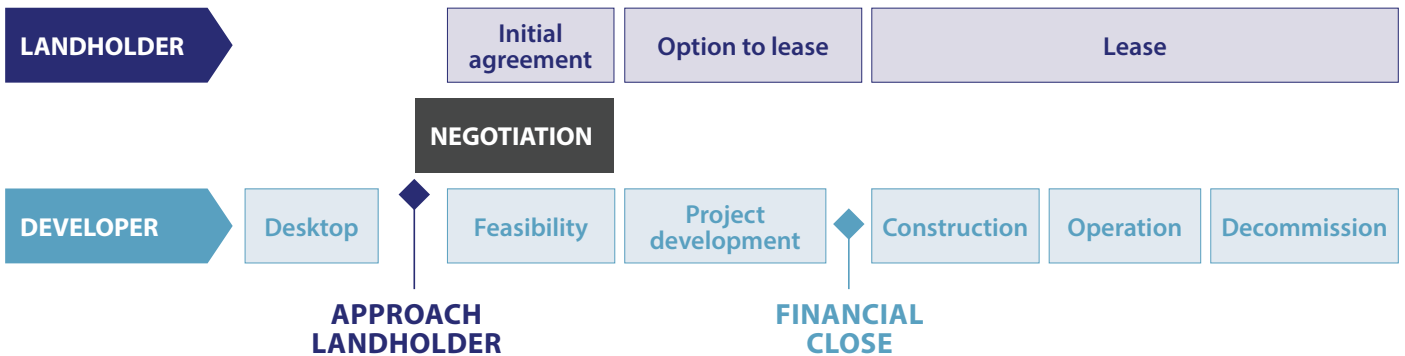
Refer to [Checklist #4: What should be included in the Agreements?](#)

The negotiation phase

Any discussions you have with the developer about a project form part of the negotiations. This phase has been defined separately as it is during this time that the main discussions and negotiations are held about the project.

Negotiations commence with initial discussions and are largely held until the Option agreement is signed. There is little to negotiate after the option is signed.

The negotiations held during this relatively short period of time determine the contractual matters that will be in place for the life of the project so it is important to discuss all important matters during this time.



“

You have more control and negotiating power at the time the option agreement is being negotiated, so have a prospectus available as early as possible. You should do the financial modelling on the future value of the farmland to compare to what you might earn if you continued farming, so you can evaluate the potential renewable energy lease income.

”

LANDHOLDER

There will generally only be the ability to negotiate minor changes once the Option is signed, which will relate to amendments that might be made during the Feasibility process (such as slight change to position of turbines or roads).

The key components during this period are to:



Ensure that you seek out expert legal, financial and taxation advice.



Discuss any issues or questions with the developer and keep written notes about conversations.



Incorporate all your requirements and any commitments from the developer into the agreements.



Consider working together if it is a large project with multiple landholders.



Obtaining legal and financial advice

It is important to obtain expert legal and financial advice to understand the implications of the project and how it will fit with your existing farm legal arrangements. It is important that your legal advisor has experience in reviewing and negotiating renewable energy land contracts.

“
Be aware that any agreements provided by the developer, have been prepared for the developer.
”

CONSULTEE



Legal advice

You will need to seek legal advice to assist with the discussions and negotiations and will need a legal advisor that has relevant experience in dealing with these negotiations and agreements.

Some considerations will include:

- Is it the right type of agreement(s)?
- Has the agreement been specifically prepared for your site and the particular project?
- Even though the Initial Agreement may be less detailed, it should be checked for inclusions and exclusions.
- Are your mortgages, insurance policies, superannuation, etc. impacted?
- How does this impact any other rights or interests over your land such as easements or resource interests?
- Have you had all aspects of the agreements explained to you so that you understand and accept or agree with all of them?
- Do you understand what rights other parties will have over the property once the agreements are signed?
- Check whether the arrangement makes you a commercial landlord and whether the agreements create contractual obligations. You may need to consider that once you add a lease income to your primary production income, you may be renting it on a commercial basis.
- The obligations of both the landholder landlord and the energy company tenant should be clearly set out. Consider whether you need insurance, indemnification against liability or any special conditions.



Financial and taxation advice

Before signing agreements and a lease, it's important to make sure that the deal will be economic for you as the landholder. The amount paid should allow for any change to the tax status of the property and any associated entities so that you are not adversely affected.

What are the taxation and financial implications of the income from a renewable energy project including but not limited to:

- capital gains tax
- primary production income
- rates and rateable Value
- land tax
- company tax.

In Queensland, land tax does not normally apply to farming land that is owned by an Australian citizen, but it may apply to land used for energy production.

Understanding the potential impacts for landholders

It is important that you understand the impact of renewable energy projects on your property and ensure that suitable measures are in place to manage these. You may wish to visit an established site if you have never been to one before, and particularly during the construction phase.

You may also wish to ask the developer to provide plans and photos of similar projects to show the impact of the development during each of the stages.

It is also important to understand what potential impacts there might be for nearby landholders and the community that may not benefit directly from the project, but may consider that they are impacted by it.

“

Landowners should negotiate what they consider to be when 'construction commences' – whether first machine on site or when meaningful earthworks.

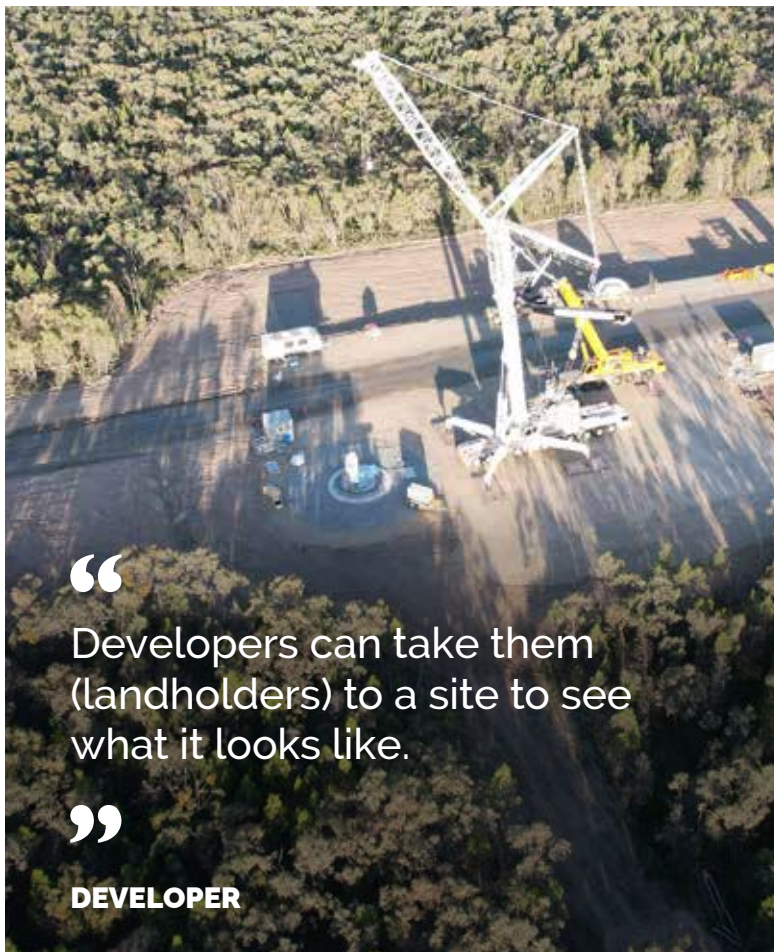
”

DEVELOPER

Payment to host landholders

The fees paid to landholders are a key part of the agreements and need to be carefully considered by both parties. It is a commercial negotiation between the parties and there are no guidelines available to assist.

Fees are paid to the landholders in a number of forms to compensate for the space utilised by renewable energy projects and potentially the installed capacity or yield. The amounts tend to vary depending on the project and technology and depend on the stage of the agreement.



“

Developers can take them (landholders) to a site to see what it looks like.

”

DEVELOPER

MacIntyre Wind Farm. Image Courtesy: ACCIONA Energía

Initial Agreements:

There is some variation in the payment amounts offered by developers for initial agreements. There are sometimes one-off payments or annual fees. The landholder should consider:

- How valuable the land is as a renewable energy site?
- The frequency of payments – are annual payments proposed?
- What are the plans for the land; and will those plans need to be placed on hold during the initial agreement period?
- What restrictions will be in place on you during the agreement period and what is that worth?
- What works and visits will occur on the site during the agreement period, and will that cost the enterprise any additional funds such as management, maintenance, supervision?

Considering any obligations and restrictions that are required during the initial agreement period may assist in determining a suitable value.

Review [Checklist #3](#)
[What should I consider during negotiations?](#)

Longer-term Agreements

There will be a distinction for fees payable for the duration of the Option agreement and for the ongoing Lease.

Landholders may wish to negotiate for the payment of fees during the development phase in consideration for the option to use the land that is granted to the proponent by the landholder.

As with the initial agreements, the landholder should consider the extent of activity that is likely to occur on site while the Option agreement is in place and the potential impacts on the value and operations of the property. The option may also be in place for many years while the project is planned and delivered.

Considering any obligations and restrictions that are required during the initial agreement period may assist in determining a suitable value.

What should be included in the Agreements?

Checklist 4: What should be included in the Agreements

There are a lot of factors that go into calculating a suitable lease payment that the landholder should consider:

- o What use does the land have now and what revenue or profit does it generate?
- o How could that revenue or profit change over the life of the agreement?
- o What are the future plans for the site and their potential value?

For wind energy projects, the fee paid to the landowner could be either:

1. a flat annual fee per turbine, which may be related to the size or capacity,
2. a fee based on the generating capacity or the annual yield of the turbine.

Solar farm host landholders could be compensated on a fixed annual amount per hectare leased to the proponent over a similar long-term leasing arrangement.

Review the Landholder Checklists about matters to consider and whether the proposed fee suitably covers any costs and represents fair value.

New advances in wind turbine and solar panel technologies provide advantages to project developers to include new, larger scale and more efficient turbines and consequently requiring fewer turbines or panels to achieve the same energy output. There may therefore be less wind turbines, but they might be taller, with larger construction footprints.

The Australian Energy Infrastructure Commissioner (AEIC) advises that landholders should check their existing agreements and ensure any new agreements have provision to adjust the fees in the event that a developer later opts to re-power the site by increasing the capacity of the project – such as where larger generators can be retrofitted to wind turbines, or higher-capacity solar panels installed.

Landholders should be aware that during the operational phase, developers may wish to extend the life of the project and extend the lease accordingly.

The duration of the payment of fees during option and lease should also be discussed including whether payments:

- **commence** at the start of project construction;
- will be **renegotiated** if it is proposed to extend the life of the project and lease; and
- **cease** at the completion of decommissioning and restoration at the landholder's property.

Fee agreements should also include provisions to increase with the Consumer Price Index (CPI).

Neighbour payments

Some developers have introduced the concept of "neighbour payments". These agreements can provide a commercial arrangement between the project and neighbour, that recognises the potential impacts of the project on the neighbour and to gain the neighbour's support.

Neighbours may experience a number of impacts but not have the benefits associated with the development such as income.

Neighbours should consider the impact that the development may have on their property and operations in determining the fair value of any neighbour payments. Consider the issues raised in the [Landholder checklists](#).

The [Energy Grid Alliance](#) advise that a neighbour agreement may include one or more of the following:

- annual payments to the neighbour for the life of the project
- a one-time payment at the commencement of the agreement
- reimbursement of reasonable legal fees incurred by the neighbour for the review of the agreements
- reimbursement for, or provision of measures that might be required to mitigate any impacts such as visual screening, insulation, double-glazing, air-conditioning, energy efficiency programs, solar panels, electricity consumption
- reimbursement for any increased insurance premiums levied to the neighbour as a result of any increases to the sums insured for public liability due to the presence of the development
- an option for the neighbour to request that the developer acquire the neighbour's property, and ability for a neighbour to terminate an agreement without penalty.



Group negotiation

If there are a number of properties within the footprint of a project, such as in the case of a large solar or wind farm, there may be some benefit in landholders working together as a group to negotiate.

Host landholders negotiating collectively with developers normally occurs with the aim of reaching a collective agreement where the landholders will each host parts of the project on the same or similar terms. Some matters can be left to individual negotiations without compromising the integrity of group negotiations (such as access routes or clauses to acknowledge different tenures).

Where the developer keeps the group informed on the development process and investigations can mitigate the risk of landholders feeling like winners and losers as the development layout changes and landholders gain or lose turbines or solar arrays. The developer can have an open conversation with all landholders to transparently keep them informed of changes.

“

Group negotiation could be very powerful.

”

LEGAL ADVISOR

What does the group negotiate?

A landholder group could decide the following:

- What will be negotiated - the actual lease agreements or just an overarching agreement on key matters (e.g. revenue) that individual leases will then be separately negotiated under?
- Who will negotiate? Will everyone be at the negotiating table or just a smaller group of representatives? If representatives are to negotiate, what authority do they have and how will they consult with the group?
- How binding will the negotiated agreement be? Can individual landholders opt out of the group negotiation and negotiate separately, or are they obliged to proceed with the negotiated agreement?
- Will the group prepare the first draft of the lease agreement or will this be the developer's responsibility?
- What will happen if the development proposal is changed and the location and/or number of turbines or solar arrays on the different landholders land parcels is changed?
- Is there a minimum number of turbines or solar array area that must be developed for the agreement to be binding?
- How will payment be apportioned between properties. Will there be a flat rate per turbine, or will it vary with different levels of suitability for development such as different wind speeds? Will payment be performance related or will there be a standardised payment regardless of performance?
- What happens when land ownership changes? Does the agreement run with the land? Will additional landholders be allowed to become parties to the agreement once it is finalised with the developer?
- How will costs incurred by the group (not covered by the developer) be apportioned between members of the group?
- If you wish to proceed with landholder group negotiations it is highly recommended that you seek specialised expert legal advice (and determine whether it is to be paid for by developers).

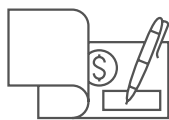
Benefit sharing

The concept of benefit sharing acknowledges that the siting of renewable energy projects results in changes in the local landscape and community. Sharing the financial and other benefits that a renewable energy project offers may enhance the social and economic outcomes for the local community.

Benefit sharing is generally a matter for the developer as it is not regulated and may not be included in an agreement for the project. You may wish to understand how the developer may provide local benefits to the community as part of your discussions.



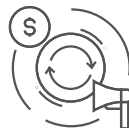
Payments to host landholders and neighbours



Contributions to councils



Community enhancement grants to local groups



Sponsorship of local community organisations



Neighborhood benefit initiatives



Beyond compliance level activities associated with visual amenity



Community energy efficiency programs or similar



Co-investment and co-ownership opportunities



Buy local and build local initiatives



Secure local jobs



Annual electricity offsets



Education or Training scholarships for local students

There are a number of community impacts that arise from the construction and operation of some projects and a cumulative impact where a number of projects are developed in one area. These impacts may include wear and tear on roads due to additional heavy vehicle traffic. The Community and Council may wish to collaborate to agree on priorities for community investment.

The [Regional Energy Transformation Framework](#) has been developed by the Queensland Government and sets out some actions and strategies to:

- ensure communities and people are at the centre of the energy transformation
- enhance energy driven social benefits
- deliver on opportunities for regional Queensland.

There are a number of publications listed in [Useful Resources](#) relating to community consultation, benefit sharing and regional renewable energy.

The [Farm Powered](#) report provides a number of case studies and recommendations including benefit sharing opportunities in regional communities.

Although this publication does not oblige developers to consult or engage with local communities, landholders may wish to (a) understand how the developer will approach these issues, (b) consider this approach in determining which developers to work with and (c) incorporate some of the principles found in these publications into their agreements.

The [Farmers for Climate Action Farm Powered](#) report lays out a plan for farming communities to participate and benefit from the rollout of renewable energy.

It also sets out considerations for farmers who to develop smaller scale renewable energy projects on their land.



“

There is a need to capture more wealth for the local communities. A new conversation that needs to be had in communities.

”

LANDHOLDER

An aerial photograph of a large-scale solar farm under construction. The image shows multiple rows of solar panels laid out in a grid pattern across a vast, flat, arid landscape. The ground is a mix of light brown soil and sparse, dry vegetation. Several workers in high-visibility clothing are visible, some standing near the panels and others near a white utility vehicle. The overall scene depicts the early stages of a major infrastructure project.

PROJECT DEVELOPMENT PROCESS

PROJECT DEVELOPMENT PROCESS

This section provides an overview of the feasibility and development process.

Developers follow a staged development process and invest gradually in site planning and investigation as they gather more information on sites and reduce risks.

The stages will vary according to the site, the technology, and the developer so this toolkit provides a general process based on discussions with a number of developers.

The development process is based on a staged investment approach to manage development risks incrementally with a

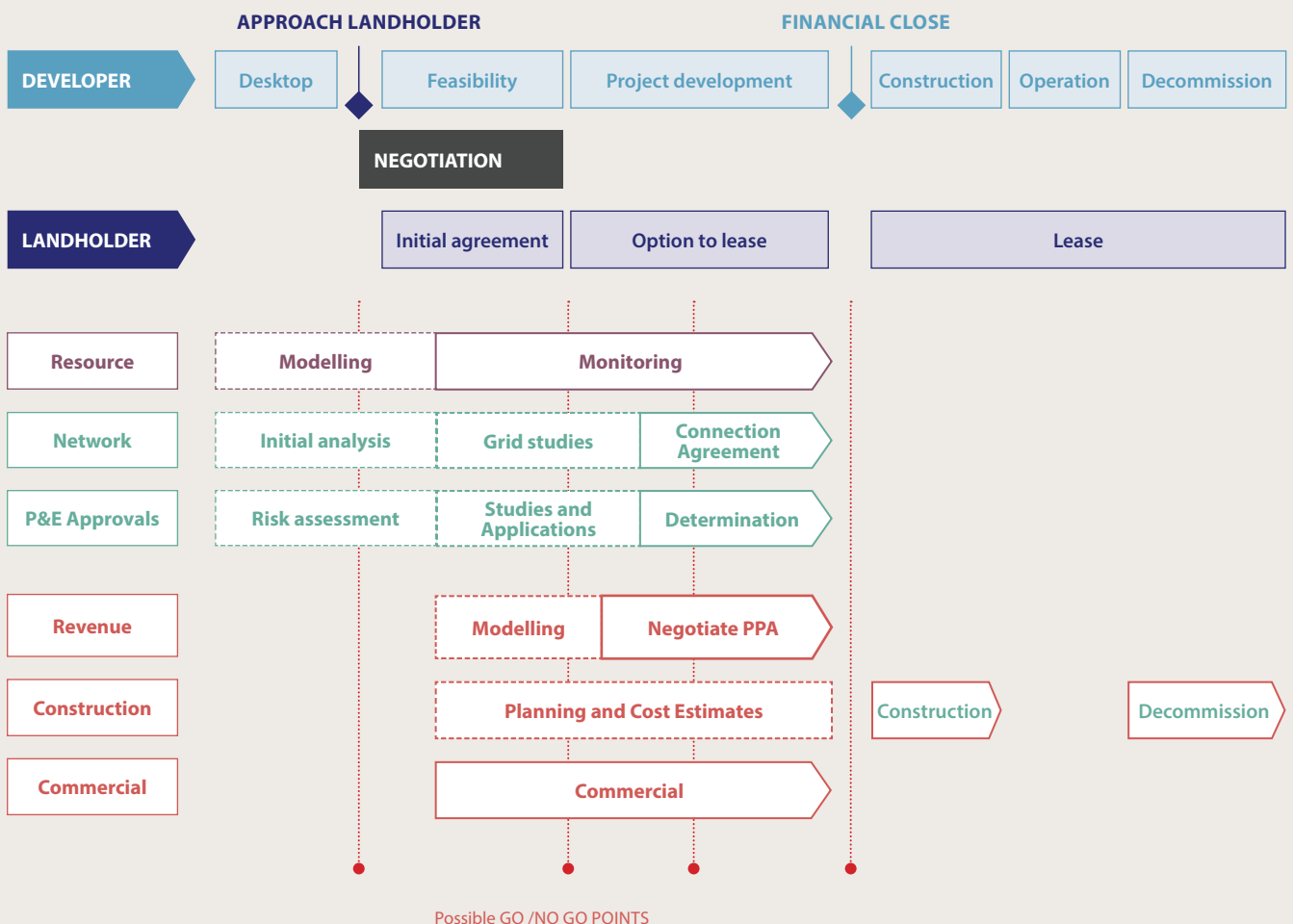
series of major reviews that the developer may have at key stages of the investigations such as the receipt of a major consultant report or response from a government assessment agency. Accordingly, the level of detail a developer has will increase as the project develops. The developer may not have a high level of detail about the project at the time they approach landholders.

The overall project development phases are shown at Figure 4 and the general phasing of work conducted through these stages is shown at Figure 5. The level of detail that is generally available at each stage of the project is shown in Table 2.

Figure 4: Project Development Phases



Figure 5: Development Process





Whitsunday Solar Farm. Image Courtesy: Edify Energy

Stage	Tasks	Project Design and Layout	Level of Detail
Desktop	Information gathered from available on-line resources and research.	Concept	Very Low
Pre-feasibility	Preliminary investigations and Network Connection Inquiry.	Indicative	Low - Medium
Feasibility	Detailed investigations, planning applications, Federal Referral for Matters of National Environmental Significance (threatened biodiversity), Network Connection Agreements.	Near final	High
Construction	Building the project.	Final (Though subject to change depending on conditions encountered during construction)	High – Very High.
Operation	Project operates and generates power.	Finalised	Completed
Decommission	Decommission the project and make good the site in accordance with plans.	Final. Decommissioning Plan with likely cost.	High

Table 2: Project Development Phases: Level of Detail

There are a number of lines of investigation that occur simultaneously to understand any factors that may impact the planning and design of a project. At all stages, the developer is undertaking a number of work packages within each of the disciplines as indicated in Table 3.

While these investigations are ongoing, there is a chance that information may be found that changes the scope of the project and may force the developer to reconsider the design or even viability of the project. These are major review points or go/no-go points.

All of the investigations culminate in a financial analysis which will consider the project costs, risks, revenue and project finance. In seeking project finance, banks may request changes to agreements to ensure there is enough security and their interests are protected.

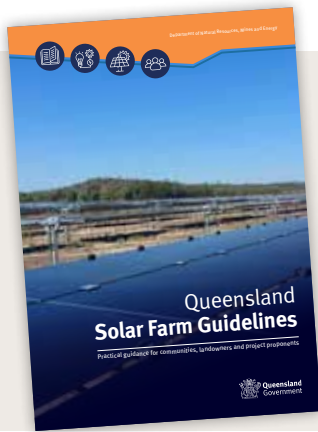
As such, until all investigations are completed, there is the potential for plans to change.

At the desktop assessment phase for example, the developer may produce an indicative layout of the project based on what is known about the site from research, GIS mapping and other similar assessments. These layouts are refined as more detailed studies are conducted to identify opportunities or risks, such as the suitability of the local network and the extent of any environmental constraints.

‘Micro-siting’ may also occur during the construction phase, where the location of infrastructure may be changed in response to site matters.

Desktop assessment		Pre-feasibility		Project Development		Financial Close		Construction		Operations		Decommission	
Resource assessment	GIS site selection.	On site monitoring.	Detailed assessments.										
Network connection	GIS Researching Network Planning Information.	Network connection enquiry. Market participant registration (AEMO).	Connection to the grid is approved by the network service provider.	Network connection works to be completed by the developer or Network Service Provider.									
Planning and Environmental approvals	Initial planning due diligence. Risk assessment.	Local and/or State government consultations and pre-lodgements Environmental studies such as biodiversity, cultural heritage, and geotechnical and impact assessments.	Lodge applications and obtain approvals under all relevant state and local government legislation. Some projects will also require referral to the Commonwealth Government under the Environmental Protection and Biodiversity Conservation Act.										
Construction	Conceptual capital and operational estimates.	Estimates and quotes.	Tender process and contracts.	Engineering, Procurement and Construction (EPC) contractors on site for construction following the approved plans.									
Revenue: Power Purchase Agreements (PPA) or Off-take agreement	General industry figures.	Modelling and initial discussions with retailers.	Negotiate and agree terms of PPA.	Off-take agreements between the energy producer and the buyer are in place.									
Commercial		Integration of all above information to determine the overall viability of the project and recommend actions to the Board.	Agreements finalised by this stage. Economic estimates for the capital expenditure, production and generation meet the requirements of the lender, investor and proponent.	The Board considers and may approve the project.									

Table 3 Project Development Process: Work Packages



Queensland Solar Farm Guidelines

The Queensland Solar Farm Guidelines provide details of the Planning and Approvals Framework for Solar Farms in Queensland at Chapter 2 and details on the Stages of Solar Farm development at Chapter 3.

For more Information about project planning stages including legislated planning requirements, refer to the [Planning and Development in Queensland](#) section of Useful Resources.

A number of matters that may lead to a major review or a decision to cease work on a project are shown in Table 4.



Warwick Solar Farm. Image Courtesy: University of Queensland

Table 4: Possible project review and go/no-go points

Pre-feasibility

Initial contact with local Council and/or the State Government indicates it is unlikely that the required approvals would be granted.

Unable to get landowner consent to access land.

Initial network inquiry indicates poor network strength or capacity.

Project development stages

Planning and environmental assessments identify significant issues that may require a change (i.e. sensitive areas, geotechnical assessment).

Planning applications refused or approval conditions affect project feasibility.

Unavailable Network Connection.

Unable to secure Power Purchase Agreements.

Combination of issues identified in project modelling indicating that the project is not techno-economically feasible including:

- a. constrained network
- b. insufficient solar, wind, water or available biomass resources
- c. capital constraints
- d. constraints in the supply chain.

FID or financial close

Board not supportive of project or prioritises another project.

Investors or financiers not satisfied that all risks are managed.

How long will the development process take?

The time it takes for the development phase will vary significantly depending on the technology and scale as well as the number of environmental and planning factors that need to be considered and mitigated.

As a result, it is difficult to provide a meaningful generalised timeline. Landholders should therefore ask the developer to give examples of how long the development process has taken them for similar projects on other sites.

Refer to the Australian Energy Infrastructure Commissioner website for examples of planning and development time frames:

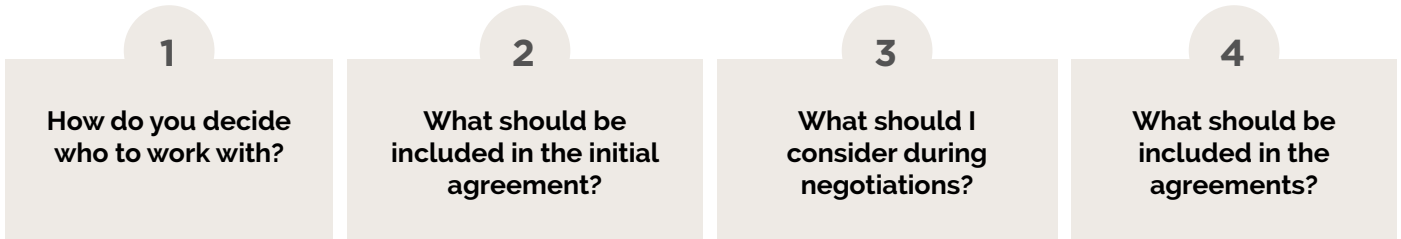
www.aeic.gov.au/observations-and-recommendations/chapter-4-planning-permits



LANDHOLDER CHECKLISTS

LANDHOLDER CHECKLISTS

These checklists are provided to assist in identifying issues relevant to discussions between landholders and renewable energy developers at each stage of the process. There are 4 checklists including:



There is also a template file note to assist in keeping records of conversations.

Checklist #1 How do you decide who to work with?

This checklist provides some of the questions that you may wish to ask to check that you are dealing with the most suitable company for your situation.

Company name:

Project name:

Date:

Initial discussions	Please tick ✓	Notes
1 Can you find details of the company and directors, and secretary in an ASIC search? connectonline.asic.gov.au/	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Is the ultimate shareholder of the company a foreign company or an individual residing outside Australia?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Do they have an ABN, ACN or ABRN? When you do an ABN Search, can you find any other details about parent companies?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Do they have a publicly available annual report and plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Do they have a corporate website, and does it list similar projects in Queensland or other Australian States? If not, are there similar projects overseas?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 What is their business model and does it suit your long-term plans?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Can they provide information on how many projects they have in feasibility, construction, operation and if any have decommissioned? Can they provide details of development timeframes for these and annual output of the projects?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Foreign Investment Review Board (FIRB): Does the company or project need approval from the FIRB and what impact will that have on the project and timetable?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 You may wish to consider whether the company has an established relationship with unions and whether you are able to find out about their Industrial Relations (IR) track record.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Longreach Solar Farm. Image Courtesy: James Walker

Initial discussions	Please tick ✓	Notes
---------------------	---------------	-------

- | | | | |
|----|---|--|--|
| 10 | Is the company mentioned in any news articles, industry magazines and other articles? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 11 | Do I understand the next steps in the process for this developer: The agreements, the stages and my role in any parts of the process? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 12 | Can I offer any other goods or services for the project: such as labour and equipment for the construction and maintenance phase, water, local contacts for other parts of project delivery (fabricators, earthworks) | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

How do they operate?	Please tick ✓	Notes
----------------------	---------------	-------

- | | | | |
|----|---|--|--|
| 1 | Will you have a dedicated point of contact during the project? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 2 | Will they provide some funds to help with the legal and financial advice I need to get? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 3 | Do they follow community consultation best practice guidelines? <mentioned in this toolkit> | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 4 | Do they have a community benefit sharing model? <mentioned in this toolkit> | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5 | Have they explained the potential benefits and impacts of the development for yourself, your neighbours and the community? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Have they explained how the project development looks like and any potential timeframes? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 7 | Can they provide detailed designs of any similar projects they have completed?
Would they take you to similar sites to see the construction and operation phases and meet other landholders? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Can the developer provide the contact details of Community representatives or Councils that they have worked with so that you could contact them to discuss the project? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 9 | If you are a comparing developers' initial layouts, are all the layouts equal – that is, have all the layouts taken account of the same initial constraints? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 10 | Do they have a complaints management process? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 11 | Do they have a record of a co-operative relationship with their workforce, workforce representatives and contracting partners? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Checklist #2 What should be included in the Initial Agreement?

This checklist provides some of the questions that you may wish to ask as you discuss an initial agreement with a developer.

Initial agreement	Please tick ✓	Notes
<p>1 Do all parties that have an interest in the property support the concept of a renewable energy project on the property, including but not limited to:</p> <ul style="list-style-type: none"> • Successors, • business partners, • trustees, • mortgagees, • insurers, • resource interests, • easement holders. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>2 If you hold a lease under the Land Act, have you contacted the Department of Resources for information.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>3 Is professional advice on the legal, financial and tax issues required? Who will cover the costs of this advice?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>4 Do I have enough time and resources to get all my preparations done during the Initial Agreement period – and does it bind me to any future actions or activities that may limit my planning for the site?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>5 Does it include the Scope of the agreement, including what access is required, the activities to be conducted, by who and when?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>6 Have you checked for binding clauses – clauses that may require the landholder to enter into subsequent agreements and specifying the terms of such an agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>7 Have you received details on the fees payable to the landholder during the agreement including how and when they are paid?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>8 Are there any constraints on the land or landholder in the event of sale or transfer of the land including by inheritance? Is a potential buyer obliged to take on the agreement?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>9 What are the confidentiality provisions? Can I discuss the project with my family, business partners, legal and financial advisors, the Council and my neighbours?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>10 Can the developer transfer the agreement to another party without your consent?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>11 Are there other landholders within the footprint of the project? Can we meet and work together?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>12 Does it specify the term of the agreement? What are the exit or termination provisions? Is the end date clear? Am I able to decline any extensions or cease discussions on my terms?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>13 Are there Milestones that must be achieved by the developer during the term of the agreement, including lodging requests for advice or network connection inquiries?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Initial agreement	Please tick ✓	Notes
14 Is there a resource interest in the project? Do you have a Conduct and Compensation Agreement in place?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15 If your land is host to an oil & gas (or other resource) development, have you sought legal advice?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16 Are there provisions regarding documenting the existing condition of investigation areas and suitable make-good plans?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or is the landholder required to pay and then seek reimbursement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18 Have you agreed on suitable access protocols or requirements that the developer must comply with before and during access to the property (such as gate closures, biosecurity, notifications, no-go-areas).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19 Is there suitable Landholder protection from potential damage, claims and legal action.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20 Required insurances to be taken out by the parties to the agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21 Does the agreement have a cooling off period – how long do I have to change my mind?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
22 Do exclusivity arrangement end when the agreement ends?	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Western Downs Green Power Hub. Image Courtesy: Queensland Government

Checklist #3 What should I consider during negotiations?

This checklist provides some of the questions that you may wish to ask as you negotiate with a developer.

Negotiations	Please tick ✓	Notes
1 Is professional advice on the legal, financial and tax issues required? Who will cover the costs of this advice?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Can I incorporate any requirements or needs of my neighbours to manage impacts of the project such as run-off or use of chemicals?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Can my existing farm conditions be recognised and maintained in the development – such as for example organic certification or the need to reduce or have no input chemicals.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Have you received details on the fees payable during the agreement including how and when they are paid?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Are there any constraints on the landholder in the event of sale or transfer of the land?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Does the option to lease and lease (or option to purchase and purchase) require foreign investment approval from the FIRB?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 If you are hosting an oil & gas (or other resource) development, have you sought legal advice? Are the renewable energy developer and resource company negotiating directly and are you able to observe or be kept informed of discussions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 What are the key milestones in the contract? If the agreement is an option to lease, what is the process for the agreement becoming a lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 What are the key milestones in the contract? If the agreement is an option to purchase, what is the process for the agreement becoming a purchase contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Can the developer company transfer the agreement to another party with or without your consent?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Have you agreed on any access protocols that the developer must comply with before and during access to the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Have you agreed on any potential insurances to be taken out by the parties to the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 Have you agreed on a dispute resolution mechanism?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14 Is everything you have decided in discussion confirmed in writing for inclusion in subsequent agreements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15 Have you considered a group negotiation approach and discussed on those aspects listed in the Group Negotiation section of Chapter 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16 Is it possible for the landholder to manage the aspects of the project for the developer, once operational?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Will the agreement still allow me to pursue other projects on my land such as Carbon Sequestration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Checklist #4 What should be included in the agreements?

This checklist provides some of the matters that you might want to consider in preparing an Option and Lease Agreement with a developer.

Option Agreements	Please tick ✓	Notes
1 Is the Lease attached to the Option and have all ongoing lease provisions been agreed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Have you agreed on the scope of the agreement, including clarity about the subject land, location of assets (e.g. transmission line towers and route, wind turbine sites) – including maps and diagrams of the proposed asset locations.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Will you require an easement to access any other lot/land?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Does the agreement clarify what ongoing access to the landholder's property is allowed by the Option agreement and any changes to the access scope and protocol that was defined in the license or access agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Are there any condition precedent that need to be satisfied before the developer is allowed to execute the lease (or purchase contract)? FIRB approval, finance...	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Does the agreement include compliance of proposed project with relevant planning permit requirements and design standards and guidelines, including for decommissioning.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Are there Binding clauses – clauses in the agreement that may require the landholder to enter into a subsequent agreement and specifying the terms of that agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you agreed the method of calculating the fee amounts and fee increases over time?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Have you agreed the fees payable to the landholder during the development stage (pre-permit approval), financial close stage (post-permit approval), construction, operational and decommissioning stages, including commencement of payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Have you agreed the means of payment of any fee under the option and who will receive payment? (bank transfer, cheque to you, your solicitor's, your company)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Are there funding security provisions to protect the landholder in the event of 'tenant default' and have you agreed the Rights of the landholder in the event of non-payment of the annual fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Are there mechanisms to apply if the project's scope materially changes, particularly if the changes result in negative impacts for the landholder, such as a reduced number of wind turbines, solar arrays or transmission assets that lead to reduces revenues/ fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 Have you agreed the variations to fees in the event of changes to turbine or solar array layout, turbine specifications, turbine capacity and number of turbines or solar arrays or other infrastructure to be hosted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Option Agreements	Please tick ✓	Notes
14 Have you agreed the potential easements that may be required, such as for a connecting powerline and what rights and obligations exist over these easements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15 Have you agreed the Landowner's responsibilities in regard to residential tenants and/or property lessees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16 Have you agreed on any provisions that impact how the land may be sold or transferred by the landholder.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Have you understood and agreed on any restrictions of further development on your property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18 Are there provisions covering how the agreement or ownership of the project can be transferred to another company with or without landholder consent?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19 Have you agreed on the provisions in the event of subdivision of the property or granting of easements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20 Have you agreed on the term of the agreement, options for renewal of the agreement and the ability to terminate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21 Have you agreed on the required insurances and responsibility for taking out insurances and payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
22 Have you agreed on the Funding security provisions to protect the landholder in the event of 'tenant default'?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
23 Are there provisions to protect the landholder from potential damage, claims and legal action, related to the option agreement and any ongoing access activities governed under that agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24 Is there provision for payment or reimbursement of professional fees incurred by the landholder in relation to negotiating the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
25 What are the ongoing administrative requirements, such as: is the landholder to be the sole issuer of invoices to the developer to be paid the agreed fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
26 Are there milestones that must be achieved by the developer during the term of the agreement, including considerations if the project's approval or financing is materially delayed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
27 Have you agreed on a dispute resolution procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
28 Are there consequences of material breaches of the agreement and ability to remedy a breach?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Lease Agreement	Please tick ✓	Notes
Construction		
1 Pre-construction: Have you agreed what fees should be payable during preconstruction, which may last for many years? Landholders should also consider termination provisions in the event that the landholder wishes to exit the lease due to ongoing delays.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 What are the Fees payable to the landholder during the construction operation and decommissioning periods?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Do you have the internal road layout for the project and considered the potential impacts on farming operations? Have you agreed on a process and protocol for making changes to internal road layout during feasibility and construction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Is the location of other infrastructure (cabling, construction offices, substations, transmission lines etc.) agreed and clearly marked on plans? Have you agreed on a process and protocol for making changes to cabling and routes during feasibility and construction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Is there a process and protocol for any micro-siting of assets during construction, such as the final location for a wind turbine or solar array?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Have you agreed the access and the gate policy and other on-site procedures, such as biosecurity compliance requirements for contractors entering the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Have you agreed with the company on the use of additional land during construction and major maintenance activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you agreed on the responsibilities for maintenance of shared use infrastructure?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Have you agreed on the responsibilities for the removal of construction waste including timelines of removal?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Have you agreed on the access agreements required for accessing easements via a landholder's property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Have you agreed on the process and responsibility for removal of ancillary infrastructure and rehabilitation of disturbed land after the completion of construction works, such as replacement of soils over underground trenching for cabling?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Have you agreed on the Workplace Health and Safety responsibilities and obligations for the landholder during construction including required insurances?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 Are there provisions to ensure compliance with development permit conditions related to construction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14 Have you agreed on the provisions and process for handling disputes such as damage to landholder's property/equipment by contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Lease Agreement	Please tick ✓	Notes
Operations and maintenance		
1 Have you agreed on Workplace Health and Safety responsibilities during operations and maintenance activities, including required insurances? What will be the ongoing obligations on the landholder as a result of the new infrastructure on site?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Does the agreement include suitable protocols around ongoing access requirements for operational and maintenance activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Have you agreed on the responsibility for occupational health and safety plans and communications?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Have you agreed on responsibility for developing and maintaining the emergency plan and communications?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Have you agreed on compliance with development permit conditions related to operations (e.g. noise emissions)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Have you agreed on the responsibility for fire and emergency plans and communications?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Have you considered any additional insurances that may be required to be taken out by (or for) neighbours to the project, such as increased public risk & liability insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you reviewed if there are any additional levies (council rates, land taxes, duties or emergency services) that may be payable as a result of the project? Have you agreed who is going to be responsible for the cost and payment of these?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or is the landholder required to pay and then seek reimbursement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Have you agreed on the provisions for landholder to sub-let some or all of the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Have you agreed on any restrictions that may be placed on the use of the land by the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Have you agreed on the term of the lease agreement, options for renewal, extension of the term of the lease or termination provisions by either party?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 Do you have key contacts at the developer for the raising and escalation of issues and the dispute resolution process for handling breaches of the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Lease Agreement	Please tick ✓	Notes
Decommissioning		
1 Have you discussed an option or process to re-negotiate the terms of the lease to extend the project life prior to the decommissioning phase.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Have you agreed on Workplace Health and Safety responsibilities during plant decommissioning including required insurances?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Have you documented and agreed on the condition of the property to be restored as part of any decommissioning plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Have you agreed the scope of the decommissioning activities including compliance with the development permit requirements? For example, does it include removal of any solar farm piling structures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Do you have access to a decommissioning plan, including responsibilities of the parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Do you have access to the detailed, verified estimates of the likely decommissioning costs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Does the agreement include suitable provisions for decommissioning the site and responsibility for the decommissioning costs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you and the developer agreed whether there will be a decommissioning funding set aside and secured, such as bank guarantee, bond or trust fund.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Do you have the ability to audit funding security arrangements to ensure funding is in place and contributions meet the agreed requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Have you agreed on provisions for dealing with default by the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	





USEFUL RESOURCES

USEFUL RESOURCES

There are a number of resources referenced throughout the toolkit. They are available at the links provided in the tables below.

Legal Agreements

Considerations for Landholders before entering into Commercial Agreements



A publication by the Australian Energy Infrastructure Commissioner (AEIC) about how some considerations for inclusions for each of the agreements and phases of development.

www.aeic.gov.au/publications/considerations-landholders-entering-commercial-agreements

Negotiating a Conduct and Compensation Agreement



A fact sheet produced by the Gas Fields Commission of Queensland to advise landowners in discussions with resource companies.

www.gfcq.org.au/wp-content/uploads/2021/09/Negotiating-CCA_fact-sheet_FINAL-WEB_September-2021.pdf

Land Access and State Lands

A guide to land access in Queensland



A guide on how land access is made available
www.resources.qld.gov.au/_data/assets/pdf_file/0018/1442223/guide-to-land-access-in-queensland.pdf

Using State Land for Energy



Guidance on how state land can be used for renewable energy projects.

www.qld.gov.au/environment/land/state/use/energy-projects

Additional Purpose of a Lease



How to gain approval for an additional purpose for a Lands Act Lease.

www.resources.qld.gov.au/?a=109113:policy_registry/additional-purposes-lease.pdf

Native title information for landholders (state land)



www.qld.gov.au/environment/land/state/use/native-title

Land Access Code



Resource companies must comply with the mandatory provisions of the Land Access Code when on private land to carry out authorised activities.

www.business.qld.gov.au/industries/mining-energy-water/resources/landholders/accessing-private-land/land-access-code

Renewable Energy Resources

National Renewable Energy Resource Mapping



Mapping produced by the Australian Government which provides details of renewable energy resources
nationalmap.gov.au/renewables

Global Wind Atlas



A map of wind speeds to give an indication of areas with good wind resources.

globalwindatlas.info/en/area/Australia/Queensland

Queensland Biomass Mapping



A map of potential biomass feedstocks throughout Queensland

www.statedevelopment.qld.gov.au/industry/priority-industries/biofutures/queensland-biomass-mapping-and-data



www.nationalmap.gov.au/#share=s-py9ofDCNEwqsrfGGkptS5dJ9wSq

Renewable Energy in Queensland

Queensland Energy Generation Map



The locations of Queensland's existing power stations with greater than 1 MW installed capacity

electricity-generation-map.epw.qld.gov.au/

Queensland Energy and Jobs Plan



Queensland's plan to transform our energy system and deliver clean, reliable and affordable energy that provides power for generations.

www.epw.qld.gov.au/energyandjobsplan

Electricity Network Planning

Connecting Renewables to Ergon's Electricity Distribution Network



Ergon Energy's website detailing how to gain approval for the connection of a large generator or battery to the Distribution Network

www.ergon.com.au/network/connections/major-business-connections/large-scale-solar

Connecting Renewables to Powerlink's Electricity Transmission Network



Powerlink's website detailing how to gain approval for the connection of a large generator or battery to the Transmission Network

www.powerlink.com.au/connect-our-network

Queensland SuperGrid Infrastructure Blueprint



The Queensland Government has developed the [Queensland SuperGrid Infrastructure Blueprint](#) which outlines the state's infrastructure pathway to meet the Energy and Jobs Plan.

www.epw.qld.gov.au/energyandjobsplan/about/supergrid

SuperGrid Landholder Payment Framework



Powerlink has recently developed a new landholder payment framework.

www.powerlink.com.au/reports/payment-framework

Energy Grid Alliance



Energy Grid Alliance engages with electricity transmission companies, industry regulators, market operators, relevant peak bodies, government, and communities to establish best planning practices for new electricity transmission projects and to advocate the critical importance of policy, planning and engaging with communities early to acquire and maintain social licence.

www.energygridalliance.com.au/planning/

The Energy Charter



The Energy Charter articulates a vision for the energy industry and the high-level principles and principles in action that energy businesses should embed in order to deliver on that vision.

www.theenergycharter.com.au/

Planning and Development in Queensland

Planning Act 2016



The Planning Act governs Queensland's planning framework and provides the rules by which Council and the State Government must assess Development Applications, including how State Government Agencies are consulted and when a Minister can call in an application.

planning.statedevelopment.qld.gov.au/planning-framework/legislation



Development Assessment:

planning.statedevelopment.qld.gov.au/planning-framework/development-assessment

Queensland State Government Mapping



Maps that show a range of planning layers for Queensland including the application of the State Planning Policy and Development Assessment Triggers. A lot of important layers such as Agricultural Land Classifications, Cultural Heritage and Natural Hazards such as flood and bushfire hazard areas.

planning.statedevelopment.qld.gov.au/planning-framework/mapping

State Code 23: Wind Farm Development



This code and its accompanying guideline is used by the State Assessment and Referral Agency to assess wind farm applications.

planning.statedevelopment.qld.gov.au/___data/assets/pdf_file/0027/67284/sdap-v3.0-state-code-23-wind-farm-development.pdf

Renewable Energy Project Planning



Queensland Government advice on renewable energy approvals requirements.

www.business.qld.gov.au/industries/mining-energy-water/energy/renewable/project-development/planning-approvals

Local Government Directory



Contact details and links to websites for all Queensland Councils.

www.statedevelopment.qld.gov.au/local-government/for-the-community/local-government-directory/search-the-local-government-directory

Community Consultation and Engagement

Australian Energy Infrastructure Commissioner (AEIC)



The AEIC website provides observations and recommendations to assist landholders.

www.aeic.gov.au/observations-and-recommendations/community-engagement

Queensland Solar Farm Guidelines



www.epw.qld.gov.au/__data/assets/pdf_file/0012/16122/solar-farm-guidelines-communities.pdf

Clean Energy Council Best Practice Charter for Renewable Energy Developments



The Best Practice Charter is a set of voluntary commitments by Clean Energy Council members to engage respectfully with the communities in which they plan and operate projects, to be sensitive to environmental and cultural values and to make a positive contribution to the regions in which they operate

www.cleanenergycouncil.org.au/advocacy-initiatives/community-engagement

Regional Energy Transformation Partnerships Framework



Sets out principles for:

- partnering with community, local government, First Nations peoples and industry
- delivering improved community outcomes from government initiatives and investment
- encouraging best practice from private investment into clean energy infrastructure.

www.epw.qld.gov.au/__data/assets/pdf_file/0021/33186/Regional-Energy-Transformation-Framework.pdf

Benefit Sharing

A Guide to Benefit Sharing Options for Renewable Energy Projects



A guide providing strategies and case studies on benefit sharing for projects.

www.re-alliance.org.au/benefitsharing

Clean Energy Council Benefit Sharing for Renewable Energy Projects.



The research report *A Guide to Benefit Sharing Options for Renewable Energy Projects* provides a comprehensive study of the various community benefit sharing options available to the developers of large-scale renewable energy projects.

www.cleanenergycouncil.org.au/advocacy-initiatives/community-engagement/benefit-sharing-for-renewable-energy-projects

Re-Alliance Building Stronger Communities



Building Stronger Communities Guide by the Renewable Energy Alliance

assets.nationbuilder.com/vicwind/pages/2608/attachments/original/1625530588/AWA_Building_Stronger_Communities_Second_Edition_v04_SCREEN_%281%29.pdf?1625530588

Community Benefits Handbook



The Community Benefits Handbook by the Renewable Energy Alliance

assets.nationbuilder.com/vicwind/pages/2631/attachments/original/1630471142/RE-Alliance_Community_Benefits_Handbook_WEB_01v1_%281%29.pdf?1630471142

Regional Renewable Energy

Farm Powered



A Plan for farming communities to participate in and benefit from the rollout of renewable energy.

farmersforclimateaction.org.au/farm-powered/

Community Power Agency



Advice on developing community owned renewable energy resources

cpagency.org.au/resources/

NSW farmers



Renewable Energy Landholder Guide

nswfarmers.org.au/NSWFA/Content/IndustryPolicy/Resource/Renewable_Energy_Landholder_Guide

First Nations Clean Energy Network



Best Practice Guidelines: Clean Energy Agreement Making on First Nations Land

www.firstnationscleanenergy.org.au/anu_guidelines

How to develop an enduring relationship with First Nations people through 'sharing the benefits'.

Clean Energy negotiations guide for First Nations



To help communities negotiate mid to large scale developments on country, or assist those wanting to initiate their own clean energy projects. Covers all aspects such as joining or opposing a project and getting resources and advice.

www.firstnationscleanenergy.org.au/clean_energy_negotiations_guide_for_first_nations



QUEENSLAND
FARMERS'
FEDERATION

Level 8, 183 North Quay, Brisbane QLD 4000
PO Box 12009 Brisbane QLD 4003
07 3837 4720

www.qff.org.au