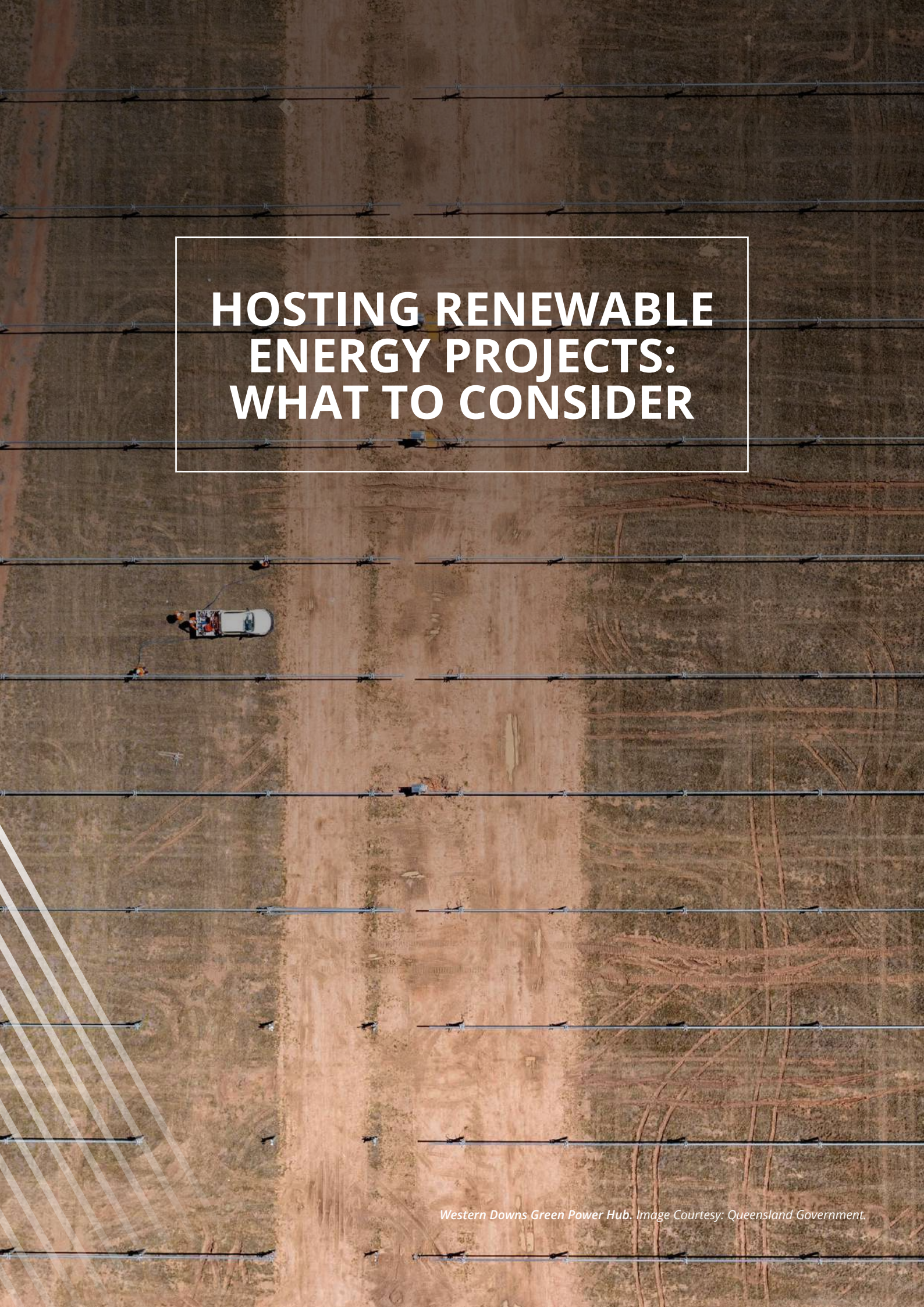


An aerial photograph of a vast solar farm in a dry, arid landscape. Rows of solar panels stretch across the terrain. A white vehicle is parked on a dirt path, with several workers in orange safety gear nearby. The title text is overlaid in a white box in the upper center.

HOSTING RENEWABLE ENERGY PROJECTS: WHAT TO CONSIDER

Western Downs Green Power Hub. Image Courtesy: Queensland Government.

Hosting renewable energy projects: What to consider

4

This section outlines key factors you should consider when deciding whether to host a renewable energy project. You can become involved in a project either by being approached by a renewable energy developer or by approaching a developer yourself. When approached by a developer, you may not have thought about the prospect of hosting a renewable energy development on your property. 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 prompting an initial approach to the landholder.

Landholders considering a renewable energy project may wish to seek independent advice and assistance before engaging directly with developers. This could include seeking advice from solicitors, valuers, land agents or other suitably qualified professionals, or using digital tools such as the RELA Assess tool to better understand the suitability and potential value of a property for renewable energy development.

Landholders can choose to negotiate directly with developers or test market interest through an Expression of Interest (EOI) process, either individually or as part of a group. Comparing options and testing market interest can help landholders better understand potential opportunities, commercial arrangements and negotiation approaches before making decisions. The RELA Connect platform may assist in facilitating a structured EOI process with developers.

See also: [Getting the Right Advice and Useful Resources: Renewable Energy Resources.](#)



MacIntyre Wind Farm. Image Courtesy: ACCIONA Energia.

The developer will ask you to consider hosting a project and may ask you to sign an initial agreement while some investigations are undertaken.

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

Renewable energy projects are long-term partnerships. Agreements may include clauses for extensions to allow the redevelopment, extension, or repowering of the site (Figure 3), so be aware that the agreements need to stand for generations.

Indicative project timeline

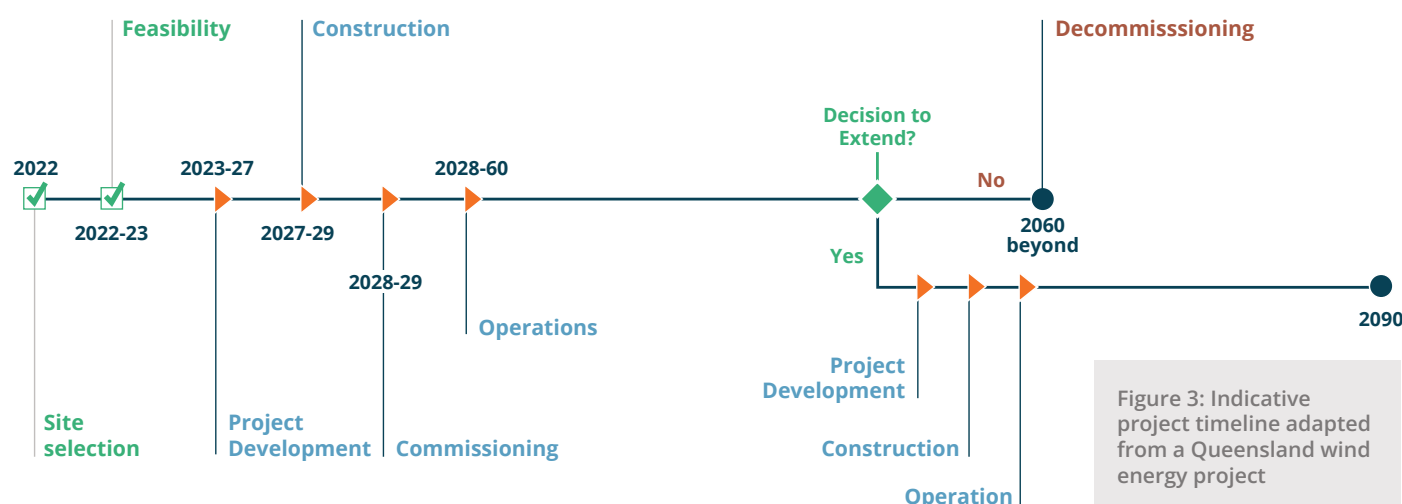


Figure 3: Indicative project timeline adapted from a Queensland wind energy project

It is important to note that a landholder 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 the developments occurring locally or on neighbours’ land.

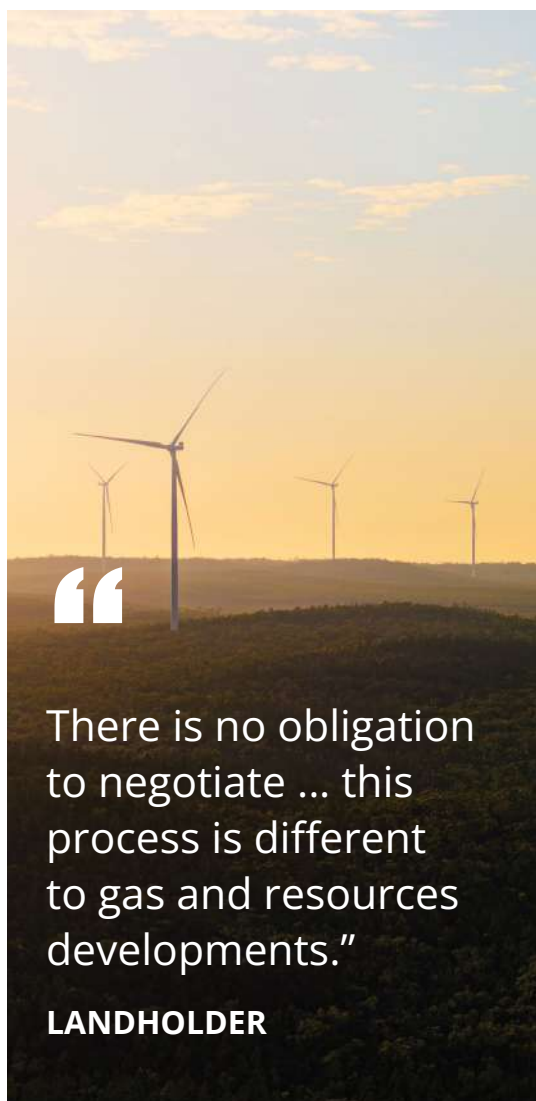


Western Downs Green Power Hub. Image Courtesy: Queensland Government.

In deciding whether to host a renewable energy project, you may need to consider the following things.

- ☐ 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 the impacts might be on your existing or planned operations?
- ☐ What could be the benefits of hosting a project now and well into the future?
- ☐ 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 your neighbours and wider community and how prepared is a company to work with these issues?
- ☐ Do you have other agreements in place that may affect your rights or ability to enter negotiations with a company, e.g. is there an exploration permit or mining lease currently over the land?

Some prompts are included in the next few pages to assist in determining whether to go ahead with a renewable energy project.



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

LANDHOLDER

MacIntyre Wind Farm. Image Courtesy: ACCIONA Energia.



Image Courtesy: Coexistence Queensland.

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 benefits for the local community and neighbours.
- ☐ Other environmental benefits such as emissions reduction.
- ☐ Potential for dual use of the land for solar and agriculture with agrivoltaics.

Consultation

- ☐ Do all parties that have an interest in the property support the concept of a renewable energy project on the property and do you need to get support from them? 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 Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development at this stage for information (refer to [“Is your land state leasehold land”](#) below).

Considerations

- ☐ The project will require dedicated time from you from the negotiation phase through to construction, and less time during the operational phase.
- ☐ If the project involves all or part of the land, have you considered whether the remainder of the land will remain viable if the project site is excluded, as well as whether stock will be able to run on the land once the project is operational.
- ☐ Length of the agreements – will this change future plans for you or your successors?
- ☐ Increased biosecurity risks during the project lifestyle, particularly during construction.
- ☐ Potential changes to visual amenity, noise, or other factors.
- ☐ 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.
- ☐ Potential for extra workplace health and safety and biosecurity requirements.
- ☐ Potential for adverse community and neighbour reactions.

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.

Your property might be suitable to host network infrastructure rather than the renewable energy development itself. The network infrastructure carries 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 developer or it may become part of the state's power network, separate from the project. Queensland's NSPs: 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 developer for the project.



Image Courtesy: Coexistence Queensland.

There are two processes that can be followed.

- 1** A 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 the construction to a 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 become part of the network connection route.
2. The agreement and incentives received by network hosting landholders may be different to host landowners of renewable energy assets.
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 construction may then be managed by a 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.



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



MacIntyre Wind Farm. Image Courtesy: ACCONIA Energia

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 developer, you should be aware that they will have competitive pressures and will 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 [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.

What preparations can you 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 better outcomes for both parties.

You'll also be able to discuss topics that are important to you and have these conversations early, to ensure they are all incorporated into agreements.

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.



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

You should do the financial modelling on the future value of the farmland to compare what you might earn if you continued farming, so you can evaluate the potential renewable energy lease income.”

LANDHOLDER

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 including tracks, fences, watering points, dams and drainage lines, or anything else that may impact the potential development 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 (such as carbon projects, biodiversity offset sites, agritourism ventures)
 - known sensitive areas such as agricultural land, protected vegetation, waterway corridors
 - “no go” areas which you would like to keep free from development
 - baseline report, documenting the condition of the areas to be used for the project (photos, soil tests, other relevant data).

Other documentation relevant to discussions with developers such as:

- ☐ a farm calendar outlining key annual events including processes, plantings, harvests, musters, aerial spraying times
- ☐ a Biosecurity Plan or Biosecurity Management Plan
- ☐ land valuations
- ☐ existing succession plans for the farm business and land ownership, including any planned transfer of ownership to the next generation
- ☐ ownership structure of the property and your business (individual, partnership, company, or trust)
- ☐ any agreements you have in place within your group structure
- ☐ financial returns from different areas of the farm (e.g., historical farm income, and production data ideally by hectare and field) to compare existing agricultural income with potential renewable energy project payments (such as lease, easement, or hosting income) and support negotiations 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.

Your local council may be able to assist with planning maps and maps of sensitive areas and the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development can provide details of mining and resource tenures.

For more information see [Useful Resources](#).

Is your land state leasehold land?

If you lease a site from the Queensland Government under a *Land Act 1994* (Land Act) lease, there are some additional requirements to consider. At time of publication, approximately 60% of Queensland is managed under the Land Act, including unallocated state land, with around 12,000 rural leases in place.

If your site is leasehold land, you can either 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 leasehold land before doing so for a renewable energy project.

Leasehold land

The Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development advise that freehold is considered the most appropriate tenure for renewable energy projects on leasehold land. Leaseholders may apply to convert their lease to freehold but need to meet a number of criteria and pay a purchase price and 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 production to be added to the purpose of their lease. For example, 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 developer subject to meeting certain *Land Act 1994* requirements (refer to www.qld.gov.au/environment/land/state/use/energy-projects).

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 Natural Resources and Mines, Manufacturing and Regional and Rural Development as owner, will need to provide owners consent to any development application.

Leaseholders should contact the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development 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](#).

Engaging with First Nations peoples

Landholders may wish to consider how the developer will engage with First Nations peoples and Traditional Owners connected to the area. Many projects now involve cultural heritage assessments, Indigenous Land Use Agreements (ILUAs), or broader engagement with First Nations communities as part of social impact assessment, community benefit agreements and planning applications. Early and respectful engagement can help identify cultural heritage considerations, strengthen project relationships, and reduce the risk of future disputes or delays.

Landholders could ask developers how they are engaging with relevant Traditional Owner groups, whether cultural heritage processes have commenced, and what opportunities may exist for First Nations participation, employment, business involvement or community benefit outcomes. Additional information and resources are available through the [First Nations Clean Energy Network](#).

For more information, refer to [Other Useful Resources](#)



Image Courtesy: First Nations Clean Energy Network.



Aldoga Solar Farm. Image Courtesy: ACCIONA Energía.

“

We had an unused 132kV powerline through the property (...) had about 4 developers approaching at once.”

LANDHOLDER

How do you decide who to partner 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 several 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 differing levels of experience and their own resources and business models. You will want to ensure the company you work with can give you confidence that they will be able to progress the project efficiently and with a high priority, applying experience and expertise in similar projects.

How do you decide who you want to partner with on a project? It may not be easy to tell, though some of the considerations are below.

Who do I want to partner with?

Are they 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.

What is their 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.

What is their 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
- they have a complaints and disputes resolution process that includes escalation to suitable independent arbitrator, if necessary.

How committed are they to your project?

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 resources.

Are your values aligned with the developer?

You may wish to partner with a company who operates in a way that is important to you. This might include a company who:

- communicates openly with neighbours and members of the community including First Nations peoples
- works constructively to offer neighbour and community benefits, such as local benefit sharing programs, prioritising use of local businesses, and even community investment options
- applies the above standards to their contractors and suppliers
- has a track record in meeting best practice guidelines for aspects of the development process such as community consultation and benefit sharing
- has an active rating in the community engagement criteria of the Developer Rating Scheme
- has its own sustainability and decarbonisation targets and is committed to other Sustainability Measures such as the [United Nations Sustainable Development Goals](#).

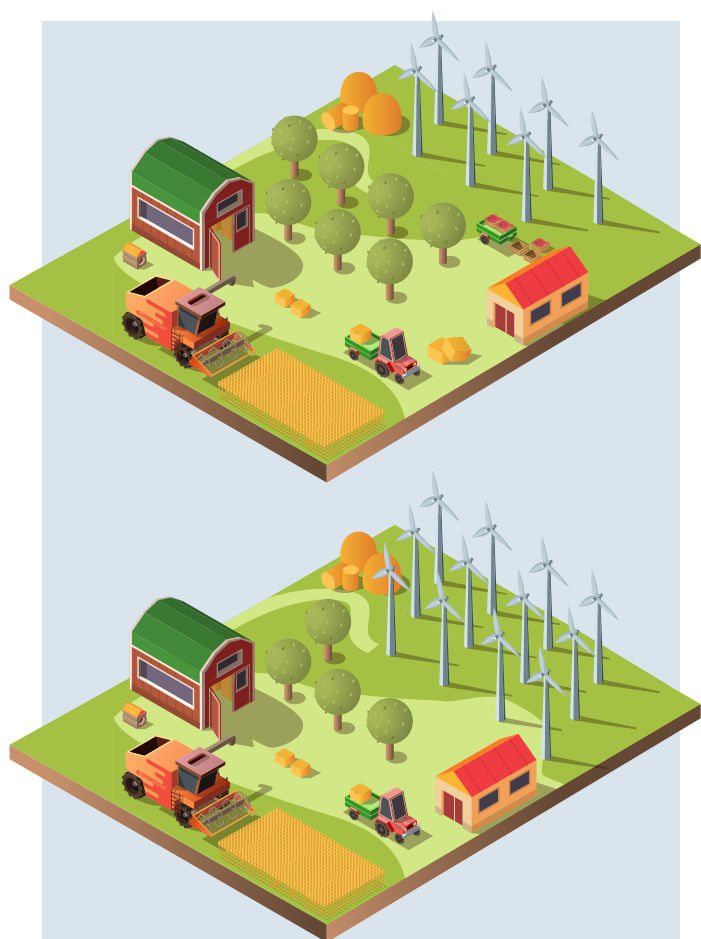


Refer to [Checklist #1: How do you decide who to partner with?](#)

See also information in [Useful Resources](#) relating to [Community Consultation and Engagement](#), [Benefit Sharing](#) and [Renewable Energy Resources](#).

Renewable Energy Developer Rating Scheme

The Australian Government has introduced a Developer Rating Scheme to provide landholders and communities with greater transparency and confidence about companies that propose new energy infrastructure in their area. Developers are assessed on a range of criteria including, capacity, capability, character, conduct and community engagement practices to achieve a trustworthy rating. Those that meet established standards are then scored on their community engagement practices using a 5-star rating scale. You can search for a developer and view their rating or learn more about the rating process by visiting icirt.com/drs.



Are you comparing like for like?

Initial layouts proposed by developers may be very different. Some may be an initial estimate that includes more turbines or solar arrays than are likely to be finally approved which may overestimate the scale of the project. Others may have taken constraints into consideration so appear to be a smaller project, but be more realistic.

Avoiding disputes through detailed early discussions

Disputes can be avoided by having detailed early discussions and capturing everything in writing to be included in the agreements. The key is to understand the project in detail during the design phase so that there are no surprises as the development progresses.

Ensure that you discuss and document a dispute resolution procedure in your early discussions with the developers. It should provide for you to always have the contact details of someone you can raise any concerns with and include a clear escalation process, with allowance for independent facilitation if required. You should also ensure the process incorporates the option for independent arbitration as a final step, so that any unresolved issues can be determined impartially. If any disputes arise during the project, you will be able to rely on the agreed dispute resolution process, including access to independent arbitration where necessary.

As these are commercial agreements, the parties to any agreement are generally bound by the dispute resolution process that has been negotiated and agreed.

If disputes do arise in Queensland between a landholder and a developer, you may be able to seek independent advice from Coexistence Queensland or the Australian Energy Infrastructure Commissioner. These agencies will typically ask what attempts have been made by the parties to resolve any disputes and seek a resolution through communication.

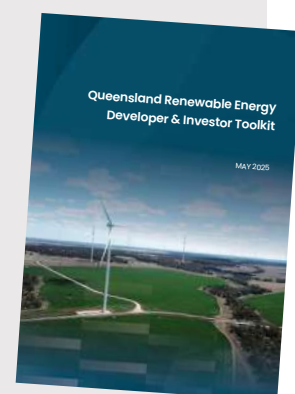
Developer Code of Conduct

The Queensland Government is preparing a code of conduct to set the standards for renewable energy development in Queensland.

Refer to [Useful Resources: Renewable Energy Guides](#).

The Queensland Renewable Energy Developer and Investor Toolkit

A practical guide designed to help renewable energy developers, investors and landholders better understand the expectations, processes and responsibilities involved in developing renewable energy projects in Queensland. It focuses on improving project planning, stakeholder engagement, social licence, land access, community benefit sharing and best-practice development outcomes to support more effective and collaborative renewable energy projects



Co-location of resources and renewable energy developments

If your farm has underlying resource interests such as exploration, petroleum and/or mining leases, there are other parties that should be included in the discussions. Any resource companies with tenure that have an interest should be advised of the potential for a renewable energy project and introduced to the developer.

Mineral and energy resources 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 public 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 Coexistence Queensland to help landholders navigate the processes and pathways for petroleum and gas development on private land.

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

Conduct and Compensation Agreement (CCA)

Any access to your land by a resource company must comply with the mandatory Land Access Code. Even if the activities are only preliminary, (e.g. taking a water sample), you must be issued a formal request at least ten business days in advance – a written notice of entry form.

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 draft CCA is delivered to them so that the final agreement best reflects their farming interests, following the Minerals and Resources Act (*Mineral Resources Act 1989*).

To assist landholders, Coexistence Queensland has developed a 'Negotiating a Conduct and Compensation Agreement' fact sheet containing seven tips for land access negotiations. The seven tips are largely applicable to discussions between renewable energy developers.

Commonly oil and gas tenures have a duration of 12-30 years, and it is required that both you and the resource company communicate effectively throughout project development.

After a CCA has been entered into, any 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 you have a gas or mining resources development on your land?

The presence of resource interests in 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 it is not mandatory. Renewable energy developers should do their due diligence on any resource tenures over the land but will appreciate you letting them know about the tenure.

It's good practice to initiate discussions between the renewable energy developer and the resource company. If you have communicated your requirements to both companies, they should be able to reach an agreement about coexistence. You 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 between the renewable energy and resources company.

The developer may request spatial data of the gas or resource infrastructure over the land from the tenure holder to share with the developer. You are within your rights to ask for a copy of any shared information.

It is possible that a mining company could apply for a resource authority over your land or a part of your land after a renewable energy development has commenced operation. In that scenario, generally the rights of a landholder in relation to areas subject to renewable energy development remain the same as if the area was used for agriculture, unless the area can be classified as 'restricted'. For example, one type of 'restricted area' are those areas within a 200m radius of a building used for business. In such a restricted area, the grant of mining leases and prescribed resource activities usually requires the written consent of the owner of the building. There may also be operational safety setbacks from renewable infrastructure like underground power lines or renewable generators.



The Gas Guide

The Gas Guide 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.

Coexistence Queensland

Coexistence Queensland is an independent statutory body established to help facilitate and address how landholders, communities, and the resources and energy industries can sustainably work and thrive together.