

Queensland Renewable Energy Landholder Toolkit

September 2026



QUEENSLAND
FARMERS'
FEDERATION





This report was prepared by Queensland Farmers' Federation

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Cover photo: Dunblane Solar Farm. Image Courtesy: Meralli Solar.

Inside cover photo: MacIntyre Wind Farm. Image Courtesy: ACCIONA Energía.

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Abbreviations

ABN	Australian Business Number
ARBN	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
CQ	Coexistence Queensland
DA	Development Approval
EPC	Engineering, Procurement and Construction
EQL	Energy Queensland Limited
FID	Final Investment Decision
FIRB	Foreign Investment Review Board
GIS	Geographic Information System
kV	Kilovolt
MW	Megawatt
NSP	Network Service Provider
PPA	Power Purchase Agreement
RAB	Regulated Asset Base

Foreword



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.

Since publishing the original Toolkit in 2023, there have been a number of changes in the renewable energy development sector, including the shift to more hybrid and battery storage facility projects, changes to planning legislation and a higher standard of community engagement required of projects. QFF have continued talking to landholders, developers, councils and other stakeholders to refine the information we are able to incorporate into this 2026 edition.

Another significant shift since the original release, is the launch of the Queensland Government's Queensland Energy Roadmap which represents a strategic approach to managing the state's energy future focusing on a mix of traditional and renewable energy sources. The roadmap acknowledges the importance of renewable energy and highlights the need for a clear path for renewable energy projects.

As many landholders across the state continue to be approached to consider hosting renewable energy developments on their land, it is increasingly important that land sharing agreements are well thought through and understood by the landholder. These agreements must result in stable, economically sound, and sustainable outcomes for all parties, including the landholder themselves, their neighbours and the broader community.

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.

QFF intends for the Toolkit to provide 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 energy developer.

The original Toolkit, and the 2026 redevelopment, were projects led by QFF's previous CEO Jo Sheppard. This final product reflects Jo's vision for a resource to help farmers and landholders navigate complex legal, financial and community considerations. It is also a useful document for neighbours and communities seeking to understand the impacts and opportunities relating to a renewable development being built in their region.

I extend my sincere thanks to the project advisory committee, the individual farmers and developers, 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.

Kylie Porter
Chief Executive Officer

A high-angle, wide shot of a solar farm. A person wearing a blue long-sleeved shirt and a blue bucket hat is walking across the rows of solar panels, moving from the left side of the frame towards the center. The solar panels are dark blue with a grid of silver lines, and they stretch out in straight rows across the entire landscape. The perspective is from above, looking down at the person and the panels.

INTRODUCTION

Kennedy Energy Park. Image Courtesy: Windlab.

Introduction

Queensland is experiencing strong growth in renewable energy with an abundance of sunshine and wind across the state. Renewable energy generation and storage capacity will be further developed in Queensland as the demand for reliable, affordable and sustainable power grows and as the trend of electrification accelerates.

With increasing interest in the development of solar, wind, battery and hybrid projects, a growing number of landholders are considering the potential to host renewable energy generation on their property. It is important that farmers are supported to make informed decisions when assessing the associated risks and opportunities to ensure they are well equipped in determining the direction they wish to take their farming enterprise into the future.

This Toolkit provides information and guidance for landholders who are considering hosting such developments and navigates the stages of renewable energy project development should they decide to proceed with negotiations with renewable energy developers.

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.

This information is included in the Toolkit to assist landholders in understanding the current best practices to facilitate discussions about how developers will manage these aspects and to assist you in selecting a developer to work with.

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 assists in achieving good project outcomes such as community consultation and benefit sharing. This document is intended to provide information to landholders and does not aim to influence their decision about whether to host a project.



Mt Emerald Wind Farm. Image Courtesy: Queensland Government.

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 main potential impacts
- the relevant legislation and financial considerations
- the different stages of project development
- any specific issues to consider at each phase.

Network Infrastructure: Transmission and Distribution (poles and wires)

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

For links to details about **Electricity Network Planning** and initiatives to assist communities engage with network planning processes, such as the Energy Charter, see [Useful Resources](#).

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](#).

Neighbours of renewable energy development

If you are a neighbour of a proposed renewable energy project and seeking advice about how to work with the developer on a proposed project that is neighbouring your property, please refer to the information for community page on Coexistence Queensland's website at cqld.org.au/working-with-you/community/

How to use this Toolkit

The Toolkit is structured around the landholder experience of renewable energy projects, which is the sequence of engagements 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.

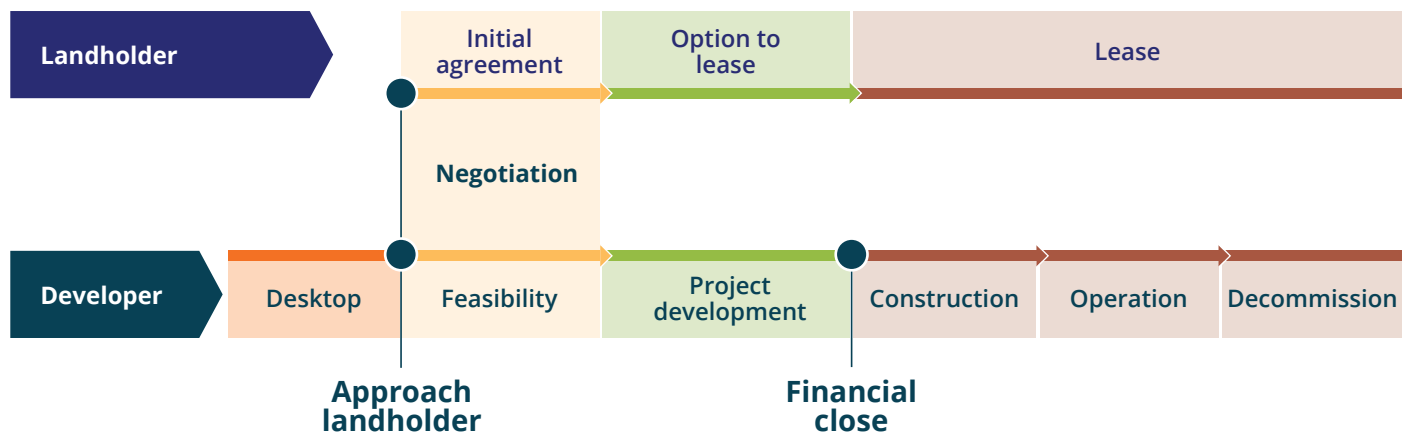


Figure 1: Landholder Toolkit Roadmap

The project development process includes all the typical 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 Review Board 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 the section **Project Development Process**.

The Toolkit also provides resources you can use during discussions with the developer including:

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

More Information

Queensland Farmers' Federation provides information on the energy system for landholders through an Energy Information Service and the Queensland Ag Energy Hub. Details about these services are in the information box below.

Energy information service for landholders

Landholders can call the Information Service during office hours for assistance on energy matters.

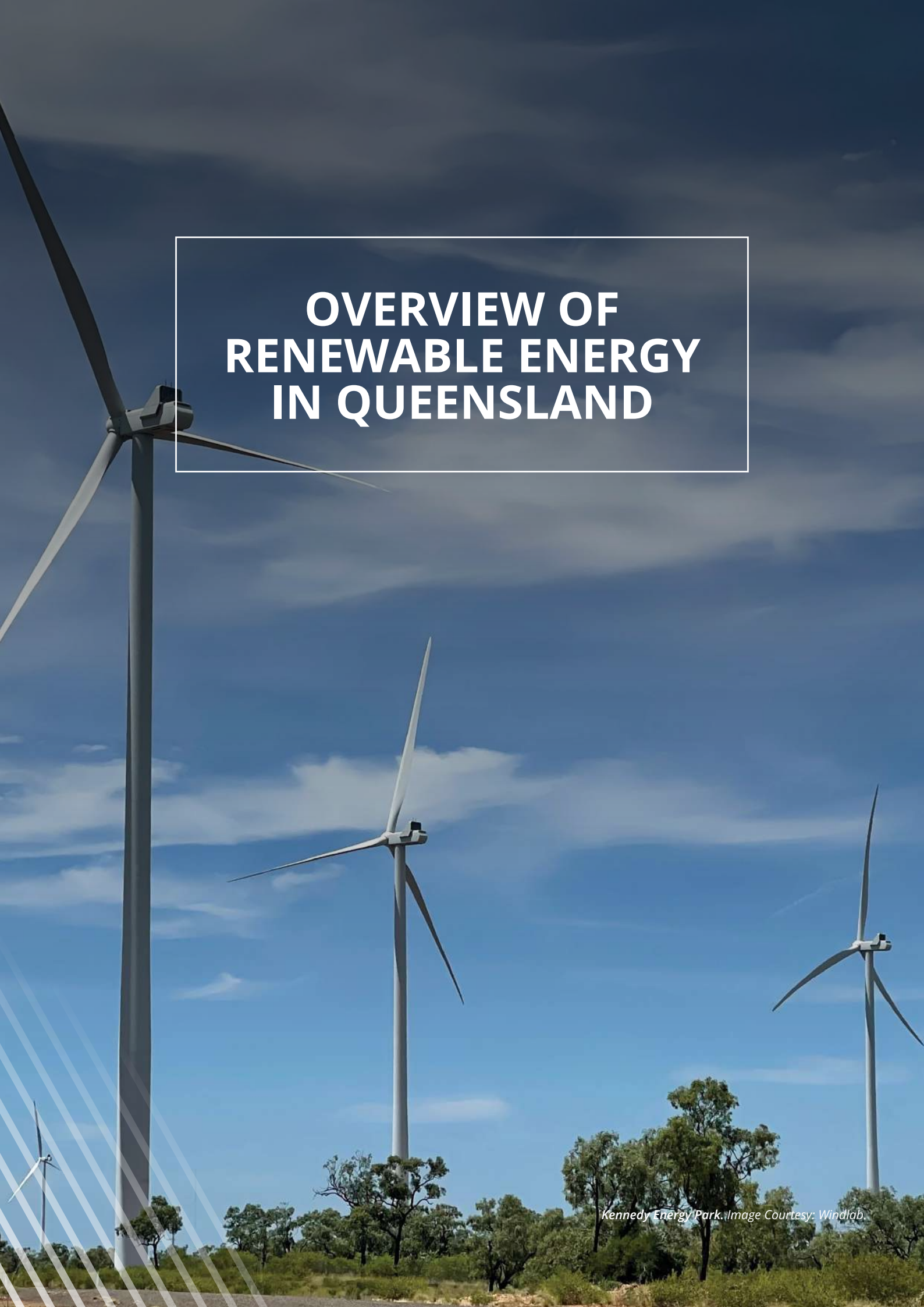
07 3329 7500

Queensland Ag Energy Hub

The Ag Energy Hub provides information for Queensland farmers navigating the energy needs and requirements of their operations.

www.qldagenergyhub.com.au

 **QUEENSLAND
AG ENERGY HUB**

A photograph of several large white wind turbines at Kennedy Energy Park. The turbines are set against a blue sky with scattered white clouds. In the foreground, there is a line of green trees and shrubs. The overall scene is bright and clear.

OVERVIEW OF RENEWABLE ENERGY IN QUEENSLAND

Kennedy Energy Park. Image Courtesy: Windlab.

Overview of renewable energy in Queensland

Queensland's energy system is evolving, with increasing investment in renewable energy alongside existing generation sources.

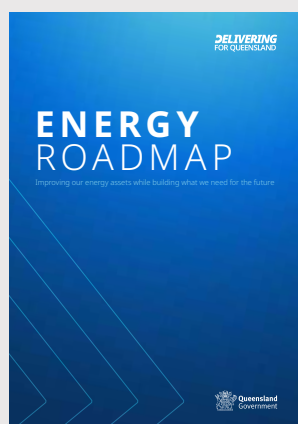
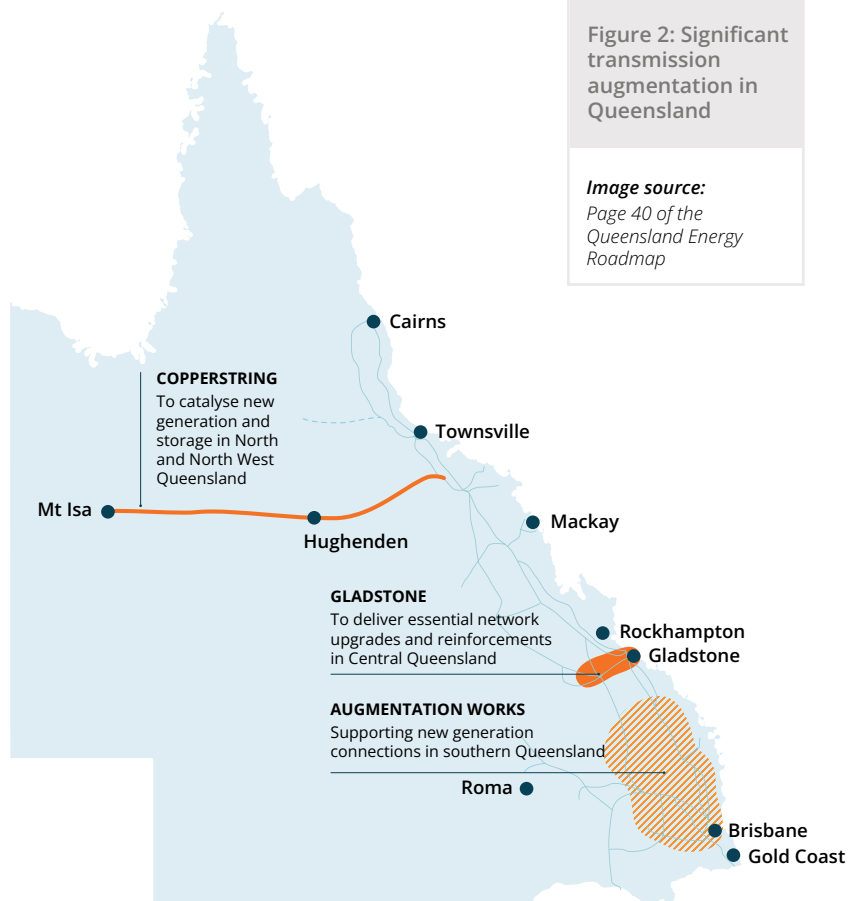
The Queensland Energy Roadmap sets out a five-year plan to deliver affordable, reliable and sustainable energy while supporting economic growth and regional communities. It presents a whole of system outlook, with a focus on private sector investment for new energy infrastructure.

Regional Queensland has a significant role in this transition which brings both associated opportunities and risks for communities and farming enterprises. Updates in Queensland's planning framework have improved opportunities for regional communities to engage in the transition through the introduction of a Community Benefit System. Under the Community Benefit System, developers of wind farms, large-scale solar farms and battery storage facilities are required to undertake a social impact assessment process, and establish a Community Benefit Agreement with the local council, prior to submitting a Development Application.

Queensland renewable energy projects – under construction and proposed

The Queensland Government's Electricity Generation Map¹ 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, commissioned date and data source. The map also displays proposed power generating facilities that have received development approval. It is important to note that not all of these proposed facilities will necessarily progress to construction.

1. electricity-generation-map.treasury.qld.gov.au/



Queensland Energy Roadmap

The Queensland Energy Roadmap is the state's five-year plan to deliver affordable, reliable and sustainable electricity while managing the transition to a lower-emissions energy system. Released in 2025, it focuses on maintaining existing coal generation where needed for reliability, adding new renewable energy, storage and transmission, supporting private investment, and developing new gas-fired firming capacity. The roadmap aims to balance energy security, cost pressures, economic growth and Queensland's long-term net zero by 2050 commitment.



WHAT MAKES A SITE ATTRACTIVE TO PROJECT DEVELOPERS?

Aldoga Solar Farm. Image Courtesy: ACCIONA Energía.

What makes a site attractive to project developers?

There are many 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. As energy projects need a suitable connection to the electricity network, one of the primary factors is being close 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 site may be suitable, for example:

- 1** A site with a very close network connection point but is constrained by some planning and environmental considerations that might limit the developable area of the site, such as the presence of good quality agricultural land or sensitive habitat areas. In this case, the developer may progress a smaller project because of its favourable network access.
- 2** A large site that is further from a network connection point and fairly unconstrained. The developer may consider that the ability to build a larger generator may justify the additional costs of building a longer network connection.

A developer will be assessing these factors as they conduct their feasibility assessments to determine the most suitable project location and layout. The scale and footprint of the project is likely to change as these assessments are completed.



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

**RENEWABLE ENERGY
DEVELOPER**

Chinchilla Battery. Image Courtesy: CS Energy.

	Wind	Solar	Battery storage facilities	Hydropower	Bioenergy
					
Resource availability	Economically viable wind resource.	High solar irradiation. <i>(Most areas of Queensland have sufficient solar resource availability)</i>	Close to generator and/or electricity network.	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 and climate hazards such as cyclones, floods and hailstorms.	Small flat sites preferably located close to Generator or Electricity Network Connection. Will generally seek to avoid areas of hazard such as flooding or bushfire.	Specific siting requirements for upper and lower reservoirs and the flow path between them.	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 determine and minimise the risk that export will be limited, or curtailed based on other nearby developments or other grid constraints.				
Planning and Environment General	General issues relating to the establishment of renewable energy on rural lands including the presence of significant wildlife and ecosystems, agricultural land use, overland flow, transport and access and amenity impacts along with issues that are specific to each technology below. Projects may also be required to undertake a land-based biodiversity offset.				
Planning and Environment specific	Impacts to nearby sensitive land uses such as visual impact, shadow flicker and noise. Potential impacts to Aviation and Electromagnetic Systems.	Impacts to nearby sensitive land uses such as visual impact.	Potential impacts to nearby sensitive land uses such as visual, noise, fire and contamination risk.	Direct infrastructure impacts and flooding impacts of reservoirs. Hydrological impacts on river systems. Ease of access for construction.	Impacts to nearby sensitive land uses (odour etc.) Distance between sites.

Table 1: Renewable energy siting considerations

Site constraints

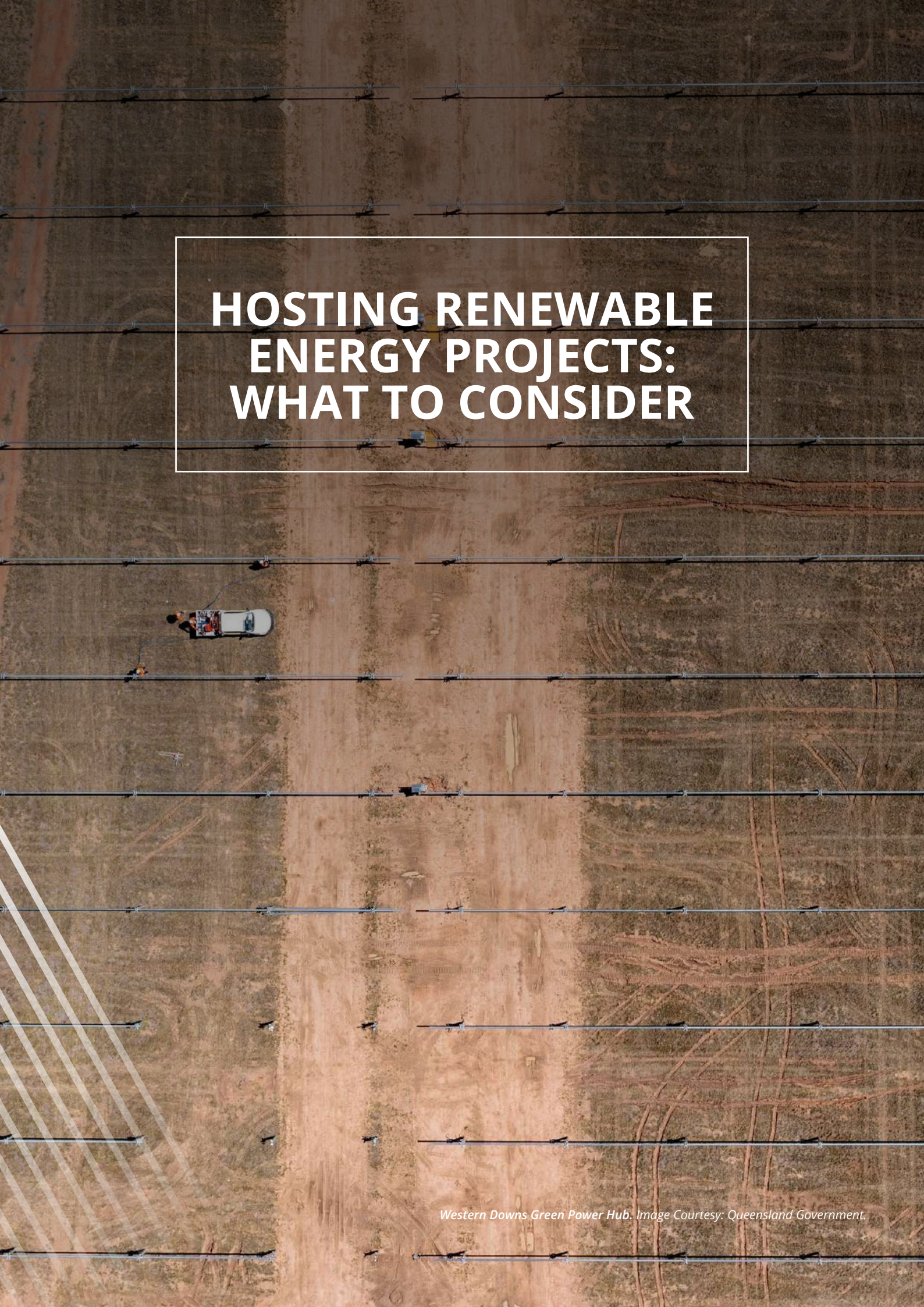
Developers conduct a number of studies during the feasibility phases to identify any constraints that may impact the size and scale of the development. The significance of any constraints and the area affected may force a developer to change proposed layouts or incorporate other mitigation measures into project planning. These constraints may also include your own requirements needed to run your business including but not limited to yards, water points, stock thoroughfares etc.

The cumulative impact of a number of constraints may make the project unviable and the developer may cease work on the project. As a result, the completion of some of these investigations may be a “go or no-go point.”

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



Aldoga Solar Farm. Image Courtesy: ACCIONA Energía.

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

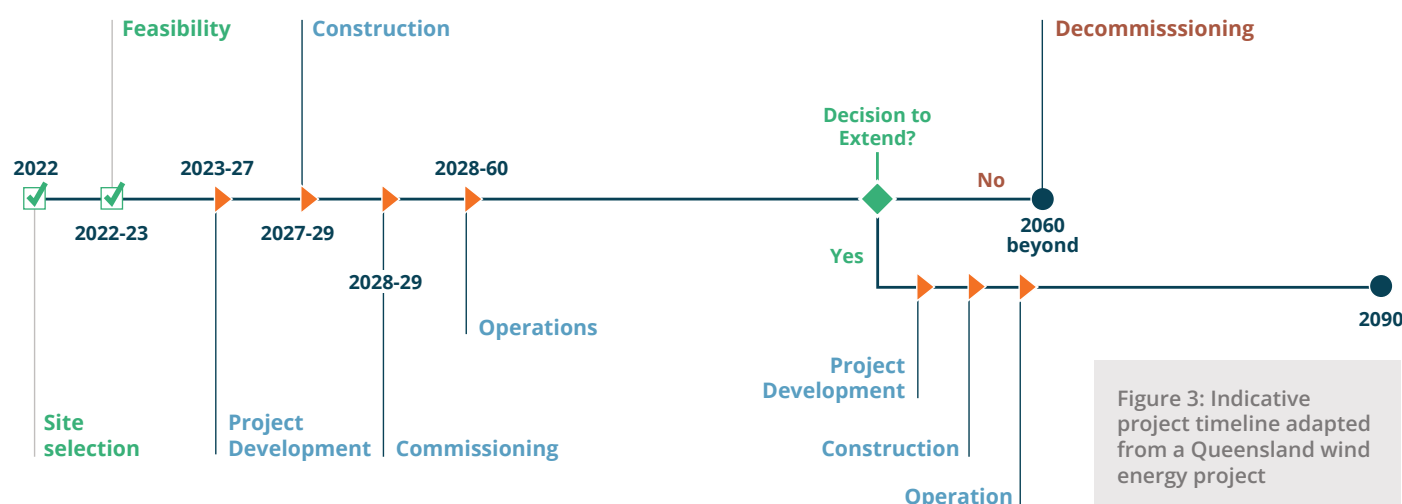


Figure 3: Indicative project timeline adapted from a Queensland wind energy project

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](#).

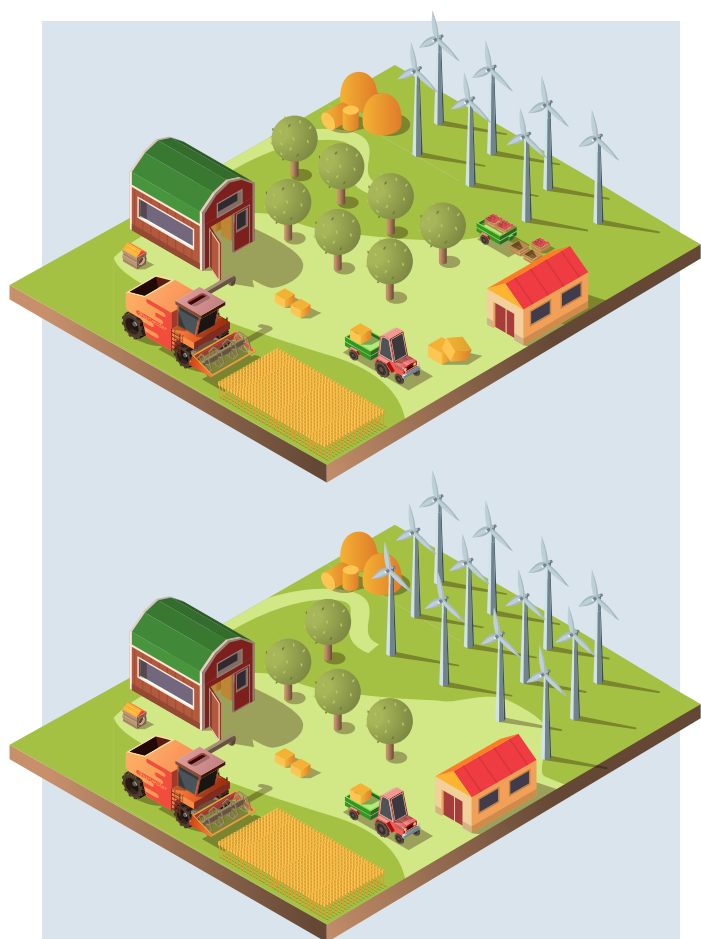


Refer to [Checklist #1: How do you decide who to partner with?](#)

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.

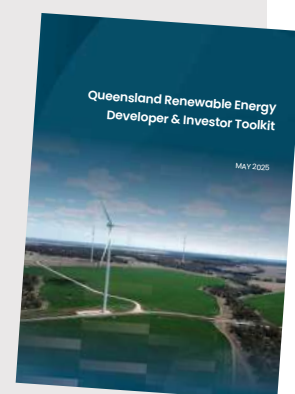
Developer Code of Conduct

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.

LANDHOLDER AGREEMENTS

4.2 Forming the Contract

4.2.1 Agreement by Supplier

The Supplier will sign in this section. By signing, the Supplier is offering to enter the Contract on the terms set out in this document. If the Supplier does not execute this document itself, it must (if the Customer requests) provide adequate evidence that the signatory is properly authorised to execute this agreement.

If the parties agree any changes to this document, the date of the signature (but before the Customer accepts the Supplier's offer) and the signature (but before the Customer accepts the Supplier's offer) will replace the original signature and the original signature. The Supplier will sign the amended terms.

Date
EXECUTED for and on behalf of:

Name of Supplier
by its authorised representative
presence of:

Signature of witness

Name of witness (block

Address

4.2.2 Agreement

The Customer may

confirming to the

Date

EXECUTED

Authorised representative
this offer the signatory warrants that the
is duly authorised to submit this offer on behalf of
Customer

Name of authorised representative (block letters)

Position of authorised representative

«Insert Supplier name» Contract #XXXX Name of project

Landholder Agreements

5



“

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

LANDHOLDER

Image Courtesy: Coexistence Queensland.

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, operate and decommission 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.

They generally fall into three categories:

1. Initial agreement
2. Option to lease (or to purchase)
3. Lease (or purchase).

By their nature, agreements should capture everything that you have agreed with the developer in your discussions and negotiations.

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

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

These are long-term agreements.

1 Initial agreement

2 Option to lease

3 Lease

A Partnership

A renewable energy project is not just a property lease transaction: it is a long-term partnership that will span decades, where the quality of the relationship between the developer and landholder is often as important as the commercial terms themselves. Landholders and developers should approach negotiations with the expectation of an ongoing working relationship built on trust, communication, transparency and shared problem-solving over the life of the project.

1 Initial agreement

2 Option to lease

3 Lease

Initial agreement

An initial agreement will typically take the form of an access agreement, heads of agreement, licence agreement or exclusivity agreement.

The purpose of this initial agreement is to:

- provide for exclusivity over all or part of the land to ensure other renewable energy developers can't run parallel investigations
- allow for consultants and contractors to access the land to conduct investigations and studies required to gain more certainty for the site.

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. It is also important to note that this is the stage where you will have the most influence over the project i.e. before signing an option to lease.

Initial agreements may include confidentiality provisions to protect the developer's interest in the site. The developer may have a staged approach for communication with neighbours and the community and any formal announcement of the project. The confidentiality provisions may restrict who you can share the actual agreement with.

You should ensure that these provisions do not prevent you from taking advice about the project as required. Ensure the confidentiality provisions do not stop you from seeking advice from neighbours, your advisors, family members and your local council.



Initial agreements

Generally, these initial agreements provide the developer with rights over your 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, while others may be more complex with confidentiality and restrictions about what you may be able to do on the land.

What should be included in the initial agreement?

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



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.”

LEGAL ADVISOR

“Need to consider tax impacts on your land.”

LEGAL ADVISOR

“Don't sign anything until you get competent legal advice (...) Make sure there are clauses that cover unknowns – hard to define, but clauses to allow negotiations – so 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

Option to lease and Lease

1 Initial agreement

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 you.

The next agreement will generally be 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. The pre-conditions will include major milestones such as (a) receiving the necessary planning and network approvals and (b) reaching financial close.

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 you for a complementary agricultural use such as grazing.

In most cases the final lease will be attached to the option to lease.

As a result, the terms and conditions of the lease will all be negotiated at the same time as the option 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.

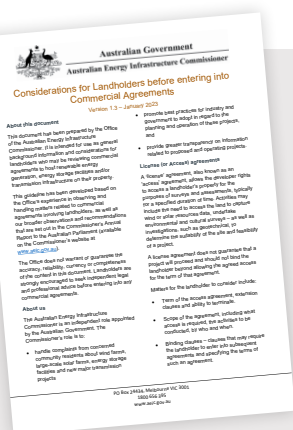
This period is important as all the key aspects of the project are negotiated at this stage.

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 you are comfortable with all aspects of the lease at the time the option is signed.

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 by the Foreign Investment Review Board (FIRB) as a condition to the final lease or purchase contract being executed.

The FIRB will generally make a decision on an application within 30 days. However, you should be aware that the Australian Treasurer can extend the 30 day deadline by up to an additional 90 days, which can delay your agreement with the developer being finalised.

The checklist on page 46 includes details and considerations for each stage of the development.



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

Extending the lease

Check whether the lease includes extension provisions that allow the lease to continue beyond its initial term. This may enable the project to continue if the infrastructure remains in good working condition or to be repowered by replacing or upgrading its assets. Also check whether these provisions allow you to renegotiate any lease terms when the extension is exercised.

What should be included in the agreements?

Refer to Checklist #3: What should be included in the agreements?



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

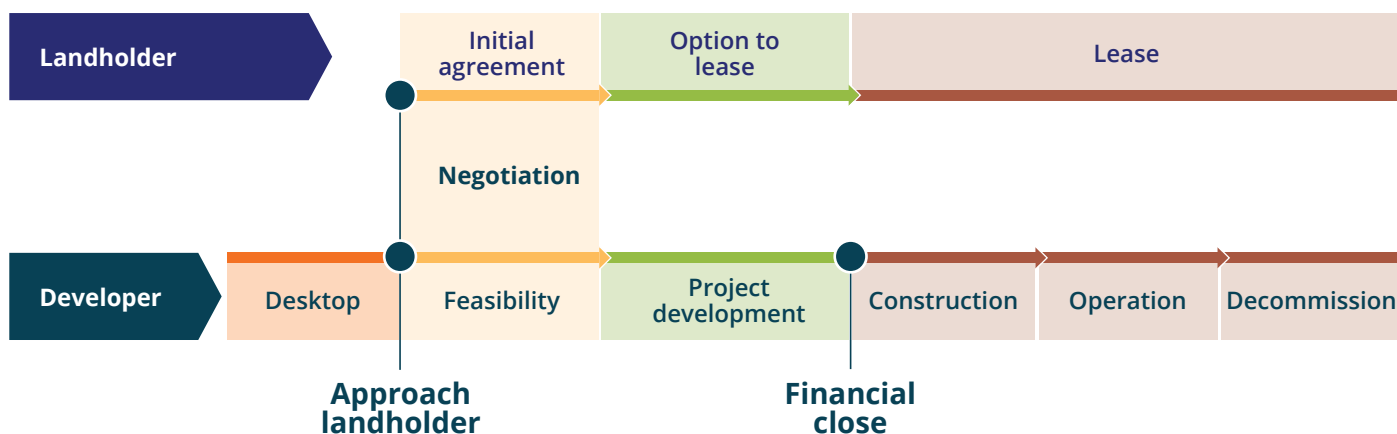
Negotiations



You have more control and negotiating power at the time the option agreement is being negotiated."

LANDHOLDER

Image Courtesy: Coexistence Queensland.



Any discussions you have with the developer about a project forms part of the negotiations. It is during this time that the main discussions and negotiations are held about the project and most of the agreed items are included into the option and lease agreement.

There is very little opportunity to negotiate after the option is signed unless the option provides for adjustments at later stages (micro-siting for example).

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

An option agreement will often have a signed lease agreement attached so that it can be signed by the company once Financial Close is reached. There will generally only be provision for minor changes once the option is signed, which will relate to amendments that might be made during the feasibility process (such as slight changes 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.



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



Understand the project in detail: know where all the infrastructure will go and what it will look like.

[Refer to Checklist 4: What should I consider during negotiations?](#)

Getting the right advice

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



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 are below.

- Is it the right type of agreement(s)?
- Has the agreement been specifically prepared for your site and the particular project?
- While less detailed, has the initial agreement been 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?
- You may become a commercial landlord. The agreements create contractual obligations. Once you add a lease income to your primary production income, you are effectively 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.



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

LEGAL ADVISOR



Financial and Taxation Advice

Before signing any agreements or lease arrangements, it is important to ensure the proposed renewable energy project is financially beneficial for you as the landholder. Payments from renewable energy developments can differ significantly from traditional farming income and may change the taxation status of the property or associated business entities.

Landholders should seek professional financial and taxation advice to understand the potential implications of receiving income from a renewable energy project. These may include, but are not limited to:

- Capital gains tax (CGT) implications if long-term rights or interests are granted over the land as in some cases, these arrangements may affect eligibility for existing CGT concessions that could otherwise reduce the capital gains tax payable when the property is later sold or transferred.
- Whether payments are treated as primary production income or another form of income.
- Possible changes to local government rates and rateable value of the property.
- Land tax obligations that may arise if land use changes from primary production.
- Company or business taxation implications where the property is owned through a company, trust, or other entity.

In Queensland, land tax does not normally apply to farming land owned by an Australian citizen when it is used for primary production. However, land used for renewable energy generation may be treated differently, and landholders should confirm the potential land tax implications before entering into an agreement.

[Refer to Checklist #5: Financial and tax considerations.](#)

Understanding the project and potential impacts

It is important to understand the proposed renewable energy project to ensure that you are able to discuss the project in detail with the developer. It is recommended that you visit an established site or one in construction phase if you have never been to one before.

Work with the developer to discuss and understand in detail:



All the aspects of the project and their potential location such as generators, substations, access roads, laydown areas and workers' camp sites



The phases and timing of the project including planning, early works, construction, operation and repowering or decommissioning



The contractors, consultants and advisors that need to attend the site through each of the phases.

Walk the parts of the land that will be impacted. Ensure you and the developer have been to the locations on the farm where each part of the project will be developed to ensure you both understand each other's expectations and mitigate potential problems.

You may need some technical advice, or be able to meet with the developers' designers, engineers or planners to discuss parts of the development. Your local knowledge and insights might improve the development, reduce planning and construction risks, improving the viability of the project.



Image Courtesy: Queensland Farmers' Federation.

The importance of community and stakeholder engagement

Legislation passed in July 2025 requires developers of wind farms; solar farm development with a maximum instantaneous output of 1MW or more; and battery storage facilities with a maximum instantaneous output of 50MW or more to consult with the community and stakeholders likely to be impacted, before they can submit their development application for assessment. Choosing a developer with strong community engagement skills and a proven ability to build social licence is critical, as it can reduce the risk of project delays caused by community concerns or opposition.



Early consultation with neighbouring properties by the developer will assist in identifying issues that may develop into a dispute or potential nuisance complaint if they are not addressed. You should work with the developer to address issues that are raised by neighbours and encourage the developer to take appropriate action.



Developers can take landholders to a site to see what it looks like."

LANDHOLDER

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 for:

1 The use of space occupied by renewable energy projects; and/or

2 The installed capacity or yield; and

3 Any other aspects agreed by the parties.

The amounts will vary depending on the property, the project and technology and depend on the stage of the agreement.

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.

You should consider the following.

- ☐ 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 farm any additional time or funds such as management, maintenance, supervision?
- ☐ What are your plans for the land; and will those plans need to be placed on hold during the initial agreement period?
- ☐ How valuable the land is as a renewable energy site?
- ☐ The frequency of payments – are annual payments proposed?
- ☐ Considering any obligations and restrictions that are required during the initial agreement period may assist in determining a suitable value.

Refer to [Checklist 2: What should be included in the initial agreement in determining what might be a fair value for the initial agreement period.](#)



Whitsunday Solar Farm. Image Courtesy: Edify Energy.

Longer-term agreements

There will be a difference in fees payable for the duration of the option agreement and for the ongoing lease.

As with the initial agreements, you 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.

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 be included in the agreements in determining what might be a fair value for the initial agreement period.

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



What use does the land have now and what revenue or profit does it generate?

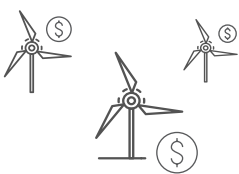


How could that revenue or profit change over the life of the agreement?

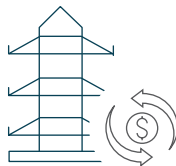


What are the future plans for the site and their potential value?

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



A flat annual fee per turbine, which may be related to the size or capacity.



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 developer over a similar long-term leasing arrangement.

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

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 fewer wind turbines, but they might be taller, with larger construction footprints.



Chinchilla Battery. Image Courtesy: CS Energy.

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.

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

- **commence** at the start of project construction; 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).

Other fee arrangements/agreements may also be required for:

- hosting the land required for electrical substations, batteries, transmission line easements, access easements, road access, transportation of blades and towers across property boundaries, location of project offices and the like
- allowing for any additional costs such as land tax, rates increases or other fees and charges
- use of resources on site such as water and fill.



Neighbours

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

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.

Best-practice guidance for renewable energy developments emphasises early, transparent and ongoing engagement with landholders, neighbours and local communities, recognising that long-term project success depends on trusted relationships and a clear understanding of impacts and benefits.

Depending on the circumstances of the project and the preferences of the parties, a voluntary neighbour agreement 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 should consider the impact that the development may have on their property and operations in determining what to include in the agreement and the fair value of any neighbour payments. Consider the issues raised in the landholder checklists.

Depending on the circumstances of the project and the preferences of the parties, a voluntary neighbour agreement may include one or more of the following:

- one-off or annual payments to the neighbour for the life of the project,
- reimbursement of reasonable legal or professional fees incurred by the neighbour for the review of the agreement,
- reimbursement for, or provision of, items such as visual screening, insulation, double-glazing, airconditioning, energy efficiency programs, solar panels or electricity consumption,
- commitments relating to construction activities, traffic management and communication,
- arrangements for consultation, complaints handling and dispute resolution,
- reimbursement for increased insurance costs directly attributable to the development, and
- 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.

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

Bottle Tree Energy Park. Image Courtesy: Westwind

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 to 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.



Discuss with the neighbours maybe is a better option (...) group negotiation could be very powerful.”

LEGAL ADVISOR



Image Courtesy: Westwind.

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/number of turbines/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?
- ☐ How does the group make decisions to avoid conflict? Consider documenting the group's decision making and dispute resolution processes.
- ☐ Is the group jointly represented by the same lawyer or does each party have their own representative.

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.

The *Planning Act 2016 (Qld)* and *Planning Regulation 2017 (Qld)* requires developers of wind farms, solar farms with a maximum instantaneous output of 1MW or greater, and battery storage facilities that have a maximum instantaneous electricity output of 50MW or more to undertake a social impact assessment and enter into a community benefit agreement with local government prior to applying for any development approval.

The Development Assessment Rules also outline the public notification requirements for development requiring social impact assessment, which include posting a notice on a community notice board in each township in the affected local government area, giving notice to all adjoining lot owners and lots within 1500m of the property, giving notice to all local governments identified as being affected by social impacts from the development, and giving notice on the assessment manager's website, which most of the time would be Department of State Development, Infrastructure and Planning, but occasionally local government.

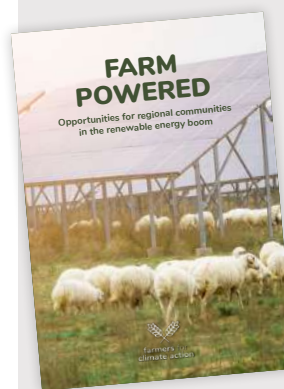
The requirements in a community benefit agreement can impose obligations on you as the landholder if you agree to be party to the agreement, or if you consent to certain responsibilities under the agreement attaching to the land. For this reason, it is important that you have reviewed and received legal advice about your obligations under any community benefit agreement that is entered into in relation to a project on your land.

You may have some ideas about what local benefits the projects can support, and suggestions about who the developer could consult with in meeting these obligations.

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, and additional heavy vehicle traffic.

The **Community Benefit System** has been developed by the Queensland Government and sets out a developer's requirements to ensure developments contribute positively to the communities they impact and align with local expectations.

There are a number of publications listed in **Useful Resources** relating to community consultation and engagement, benefit sharing and renewable energy resources.



The Farm Powered report provides a number of case studies and recommendations including benefit sharing opportunities in regional communities. You can read the [report](#) for more information on the plan, the recommendations and case studies outlined.

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

CONSULTEE



Tanby Battery. Image Courtesy: Energy Queensland.

PROJECT DEVELOPMENT PROCESS

MacIntyre Wind Farm. Image Courtesy: ACCIONA Energía.

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 a staged investment approach to manage development risks incrementally with a series of

major reviews that the developer may have at key parts 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 you.

The overall project development phases are shown at Figure 4 and the level of detail about the project is shown in Table 2.

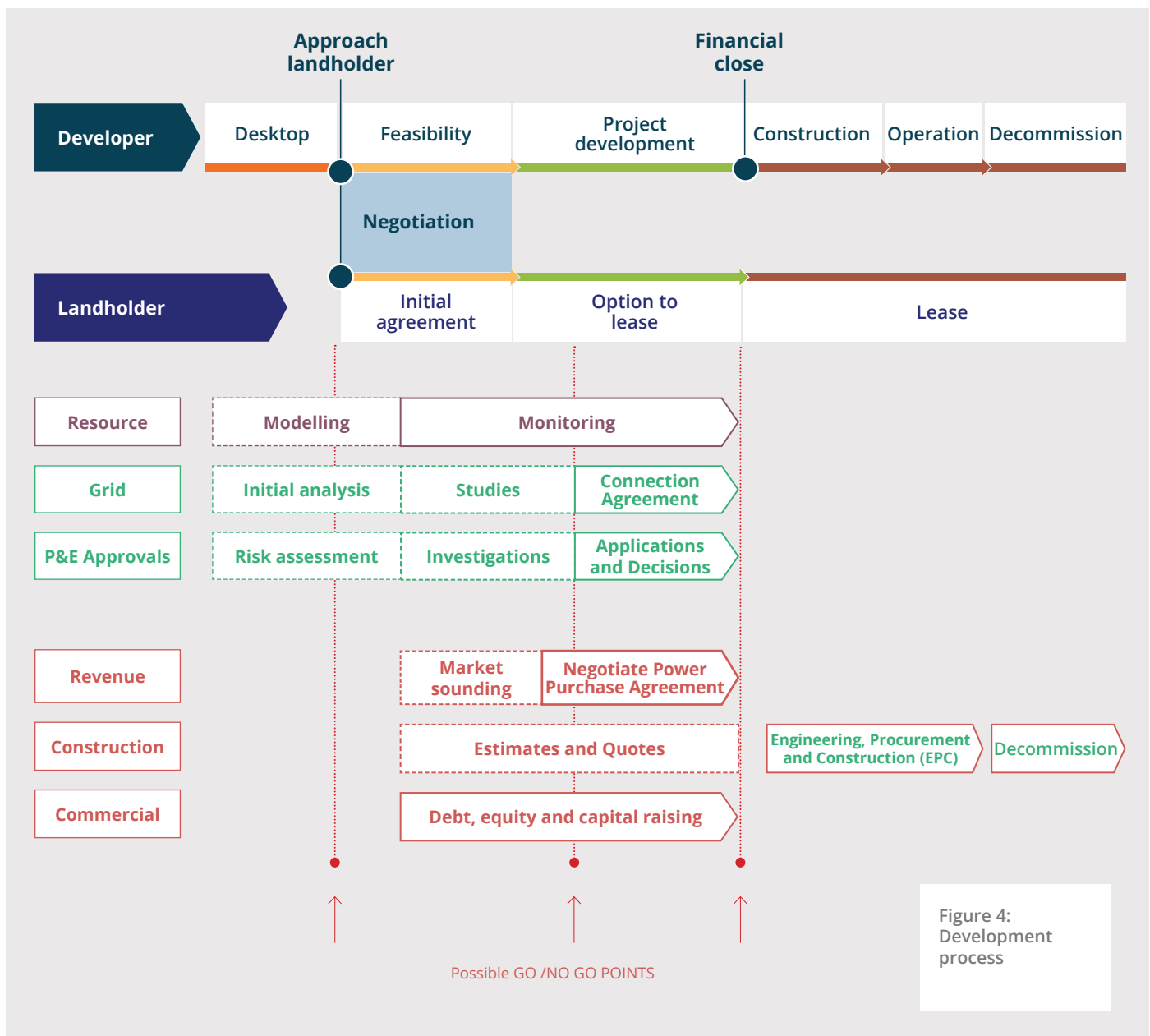


Figure 4:
Development
process

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 as shown at Figure 4.

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.

The developer will call for tenders for the construction of the project in one or more work packages. The work packages may include a “design and construct” component. This is where all the final detail of the project is approved and finalised, and it becomes very difficult and costly to make any further changes.

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

Table 2 Project Development Phases: Level of Detail

Desktop Pre-feasibility Project development Construction Operation Decommissioning			
Stage	Tasks	What stage is the project design at?	How much detail is available about the project?
Desktop	Information gathered from available online resources and research.	Concept	Very Low
Pre-feasibility	Preliminary investigations and Network Connection Inquiry. Social Impact Assessment	Indicative	Low – Medium
Project Development	Detailed investigations, Community Benefit Agreement, Development Applications, Federal Referral for Matters of National Environmental Significance (threatened biodiversity), Network Connection Agreements.	Advanced	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



Kennedy Energy Park. Image Courtesy: Windlab.

State Development Assessment Provisions

The State Development Assessment Provisions include three state codes for renewable energy development including:

State Code 23: Wind farm development

State Code 26: Solar farm development

State Code 27: Battery storage facility development

The codes set the assessment benchmarks for how these developments manage impacts such as land use, environment, infrastructure, community amenity, decommissioning and neighbouring properties.

Together, they guide where these projects can be located and the standards they must meet to gain development approval.

During the feasibility stage, developers will need to obtain development approval for the project by preparing and submitting a development application to the relevant authority.

Utility-scale projects including wind farms, solar farms with an output capacity greater than 1MW and batteries with an output capacity greater than 50MW are subject to impact assessment and the assessment manager is the Queensland Government's State Assessment and Referral Agency. Solar farms less than 1MW are impact assessable by local government but not subject to the community benefit system.

The developer will need the landholder's written consent to the development application.

When projects are subject to impact assessment, it means that members of the public will have an opportunity to make submissions about the development. If the development application is approved, these submitters have the right to appeal the approval to the Planning and Environment Court. Appeals can seriously delay developments. You generally won't be a party in the court process, but the developer will be.

If the development application is approved, the development approval will attach to the land. The landholder, the landholder's successors in title, and any occupier of the premises and the developer are required to comply with any conditions that are included in a development approval. You can enter into an agreement with the developer to establish responsibilities for or secure the performance of development conditions.

Before providing consent to the development application, review a copy of the development application and make sure you understand what the developer is applying for and how the development is likely to impact the land. You should also consider asking the developer and assessment manager about what conditions are likely to be imposed on the development and how they are likely to impact the current use of the land.

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

Table 3: Project Development Process: Work Packages

	Desktop assessment	Pre-feasibility	Project Development, or Approvals	Final Investment Decision or Financial Close	Construction	Operations	Decommission
Resources assessment	GIS Site selection	On site monitoring, site constraints	Detailed assessments, site constraints			Typical lifetime for renewable energy projects is as follows: Solar PV: 25-40 years Wind: 20-30 years Biomass Combined heat and Power: 20-30 years Hydropower: 40-80 years	Decommissioning in accordance with contract clauses and conditions of approval for decommissioning.
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		Usually the decommissioning and rehabilitation plan is set during initial stages of the project.
Planning and Environmental Approvals	Initial planning due diligence	Local and/or State Government consultations and pre-lodgements Risk assessment: Environmental studies such as biodiversity, native title, geotechnical Social Impact Assessment, Community Benefit Agreement	Lodge applications. Obtain development approvals and other approvals including Federal referral for matters under the Environmental Protection and Biodiversity Conservation Act	All the required approvals are in place			Clear responsibilities and plans for decommissioning phase incorporated.
Construction and operational costs	Conceptual capital and operational estimates	Estimates and Quotes	Tender process and contracts	Contracts in place for Construction with potentially some pre-construction works or procurement underway.	Engineering, Procurement and Construction (EPC) contractors on site for complex infrastructure projects following the site works and construction management and rehabilitation plans.		Is there provision in the contract for repowering?
Power Purchase Agreements (PPA) or Off-take agreement	General Industry figures	Initial Discussions with retailers	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 developer.			

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 generic timeline. You 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.

Repowering or decommissioning

Toward the end of a renewable energy project lease, a developer will assess whether the site should be decommissioned, repowered, or have its operating life extended. This decision is influenced by factors such as the condition and performance of the existing infrastructure, remaining grid connection value, landholder relationships, planning approvals, technology improvements, electricity market conditions, and the economics of replacing older equipment with newer, more efficient systems.

In practice, developers may begin discussions with landholders and relevant stakeholders several years before the lease expiry date, because repowering or extending a project may require new commercial negotiations, planning approvals, financing, community engagement, and potentially updated environmental or grid studies.

The Queensland Government's planning reforms introduced further requirements for developers in relation to decommissioning of solar, wind and battery storage facility projects. These requirements are set out in the relevant codes (State Code 23: wind farm development; State Code 26: solar farm development; and State Code 27: battery storage facility development) and their associated guidelines.

These codes include performance outcomes for rehabilitating and ultimately decommissioning of sites which must be complied with by a project developer through the development application assessment process to achieve compliance with the code. Ultimately, responsibility for decommissioning sits with the project developer and a number of plans related to remediating impacts during and post construction as well as detailed decommissioning plans are required.

These codes require decommissioning plans to be secured by bonds or financial guarantees or other mechanisms to provide safeguards for both landowners and governments from a developer failing to meet its decommissioning obligations and a condition will be applied to a project's development approval to require the implementation of the proposed financial security arrangements.

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](#).

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)

Unable to get required approvals: Development applications refused, or onerous conditions imposed.

Unavailable Network Connection

Unable to secure Power Purchase Agreements.

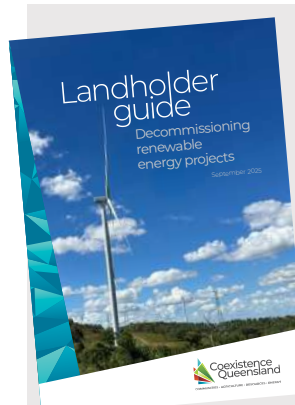
Combination of issues identified in project modelling indicating that the project is not techno-economically feasible including:

- 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.



Landholder Guide: Decommissioning renewable energy projects

The guide provides information to assist landholders work with developer to plan ahead and negotiate fair decommissioning outcomes.



LANDHOLDER CHECKLISTS

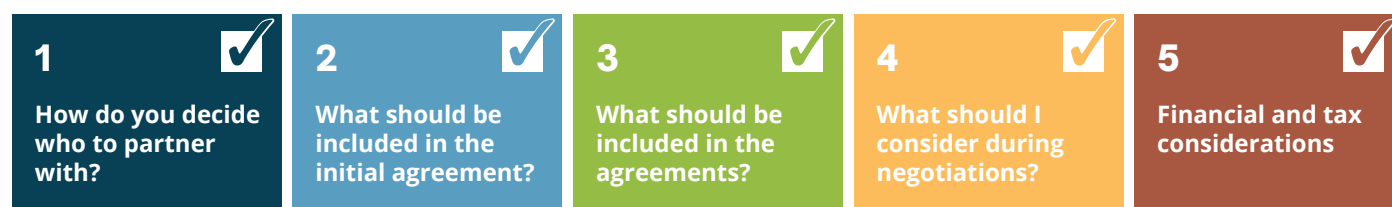
Western Downs Green Power Hub. Image Courtesy: Neoen.

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 5 checklists including:



There is also a [template file](#) note to assist in keeping records of conversations.

Checklist #1: How do you decide who to partner with?

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/	☐ Yes ☐ No	
2 Do they appear on the Australian Government's Renewable Energy Developer Rating Scheme? Are you comfortable with their rating?	☐ Yes ☐ 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?	☐ Yes ☐ No	
4 Do they have a publicly available annual report and plan?	☐ Yes ☐ 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?	☐ Yes ☐ No	
6 What is their business model and does it suit your long-term plans?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No	

Initial discussions <i>(continued)</i>		Please tick ✓	Notes
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. Is the company mentioned favourably in any news articles, industry magazines and other articles?	☐ Yes ☐ No	
10	Do you understand the next steps in the process for this developer: the agreements, the stages and your role in any parts of the process?	☐ Yes ☐ No	
11	Can you 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)?	☐ Yes ☐ No	
How do they operate		Please tick ✓	Notes
12	Will you have a dedicated point of contact during the project?	☐ Yes ☐ No	
13	Will they provide some funds to help with the legal and financial advice you need to get?	☐ Yes ☐ No	
14	Do they follow community consultation best practice guidelines?	☐ Yes ☐ No	
15	Do they have a community benefit sharing model?	☐ Yes ☐ No	
16	Have they explained the potential benefits and impacts of the development for yourself, your neighbours and the community?	☐ Yes ☐ No	
17	Have they explained what the project development looks like and any potential timeframes?	☐ Yes ☐ No	
18	Can they provide detailed designs of any similar projects they have completed?	☐ Yes ☐ No	
19	Would they take you to similar sites to see the construction and operation phases and meet other landholders?	☐ Yes ☐ No	
20	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?	☐ Yes ☐ No	
21	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?	☐ Yes ☐ No	
22	Do they have a complaints management and/or disputes resolution process including escalation to a suitable independent arbitrator, if necessary?	☐ Yes ☐ No	
23	Do they have a record of a co-operative relationship with their workforce, workforce representatives and contracting parties?	☐ Yes ☐ 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
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: • successors, • business partners, • trustees, • mortgagees, • insurers, • resource interests, • easement holders. Have you nominated a key decision maker and made the developer aware of who this person is?	☐ Yes ☐ No	
2 If you hold a lease under the Land Act, have you contacted the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development for information?	☐ Yes ☐ No	
3 Is professional advice on the legal, financial and tax issues required? Will the developer cover the costs of this advice?	☐ Yes ☐ No	
4 Do you have enough time and resources to get all your preparations done during the initial agreement period – and does it bind you to any future actions or activities that may limit planning for the site?	☐ Yes ☐ No	
5 Does it include the scope of the agreement, including what access is required, the activities to be conducted, by who and when?	☐ Yes ☐ No	
6 Have you checked for binding clauses – clauses that may require you to enter into subsequent agreements and specifying the terms of such an agreement?	☐ Yes ☐ No	
7 Have you received details on the fees payable to you during the agreement including how and when they are paid?	☐ Yes ☐ No	
8 Are there any constraints on you or the land in the event of sale or transfer of the land including by inheritance? Is a potential buyer obliged to take on the agreement?	☐ Yes ☐ No	
9 What are the confidentiality provisions? Can you discuss the project with your family, business partners, legal and financial advisors, the council and your neighbours?	☐ Yes ☐ No	
10 Can the developer transfer the agreement to another party without your consent?	☐ Yes ☐ No	

Checklist #2: *continued*

Initial agreement (<i>continued</i>)		Please tick ✓	Notes
11	Are there other landholders within the footprint of the project? Can you meet and work together?	☐ Yes ☐ No	
12	Does it specify the term of the agreement? What are the exit or termination provisions? Is the end date clear? Are you able to decline any extensions or cease discussions on your terms?	☐ Yes ☐ No	
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?	☐ Yes ☐ No	
14	Is there a resource interest in the project? Is there a Conduct and Compensation Agreement in place?	☐ Yes ☐ No	
15	If your land is host to an oil and gas (or other resource) development, have you sought legal advice?	☐ Yes ☐ No	
16	Are there provisions regarding documenting and photographing the existing condition of investigation areas and suitable make-good plans?	☐ Yes ☐ No	
17	Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or are you required to pay and then seek reimbursement?	☐ Yes ☐ No	
18	Have you agreed on and documented suitable land access protocols or requirements that the developer and any contractors must comply with before and during access to the property including gate closures, biosecurity requirements, notifications, no-go-areas and time where farm vehicles have priority?	☐ Yes ☐ No	
19	Is there suitable landholder protection from potential damage, claims and legal action?	☐ Yes ☐ No	
20	Will the company's insurance protect your property in the event of an incident? Have you discussed public liability insurance?	☐ Yes ☐ No	
21	Does the agreement have a cooling off period – how long do you have to change your mind?	☐ Yes ☐ No	
22	Do exclusivity arrangements end when the agreement ends?	☐ Yes ☐ No	

Checklist #3: 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?	☐ Yes ☐ No	
2 Can construction occur under the option or only after lease and easements are entered into?	☐ Yes ☐ No	
3 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?	☐ Yes ☐ No	
4 Will you require an easement to access any other lot/land?	☐ Yes ☐ No	
5 Does the agreement clarify what ongoing access to your 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?	☐ Yes ☐ No	
6 What are the conditions precedent that need to be satisfied before the developer is allowed to execute the lease (or purchase contract)? For example, FIRB approval, securing finance, etc.	☐ Yes ☐ No	
7 Does the agreement include compliance of proposed project scope with relevant planning permit requirements and design standards and guidelines including for decommissioning?	☐ Yes ☐ No	
8 Do the agreements make a formal commitment to decommissioning and specify the extent to which infrastructure will be removed from site and reinstated?	☐ Yes ☐ No	
9 Are there binding clauses – clauses in the agreement that may require you to enter into a subsequent agreement and specifying the terms of that agreement?	☐ Yes ☐ No	
10 Have you agreed the method of calculating the fee amounts and fee increases over time?	☐ Yes ☐ No	
11 Have you agreed the fees payable during the development stage (pre-permit approval), financial close stage (post-permit approval), construction, operational and decommissioning stages, including commencement of payments?	☐ Yes ☐ No	
12 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, your company)	☐ Yes ☐ No	

Checklist #3: *continued*

Option agreements (<i>continued</i>)	Please tick ✓	Notes
13 Are there funding security provisions to protect you 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?	☐ Yes ☐ No	
14 Does the agreement allow for the location of infrastructure to be agreed on site between the developer and yourself?	☐ Yes ☐ No	
15 Are there mechanisms to apply if the project's scope materially changes, particularly if the changes result in negative impacts for you, such as a reduced number of wind turbines, solar arrays or transmission assets that lead to reduced revenues/fees?	☐ Yes ☐ No	
16 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?	☐ Yes ☐ No	
17 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?	☐ Yes ☐ No	
18 Have you agreed the landowner's responsibilities about residential tenants and/or other property lessees?	☐ Yes ☐ No	
19 Have you agreed on any provisions that impact how the land may be sold or transferred by the landholder.	☐ Yes ☐ No	
20 Have you understood and agreed on whether there will be any restrictions of further development on your property including sale, leases, reconfiguring a lot or material changes of use?	☐ Yes ☐ No	
21 Are there provisions covering how the agreement or ownership of the project is transferred to another company with or without your consent?	☐ Yes ☐ No	
22 Have you agreed on the provisions in the event of subdivision of the property or granting of easements?	☐ Yes ☐ No	
23 Have you agreed on the term of the agreement, options for renewal of the agreement and the ability to terminate?	☐ Yes ☐ No	
24 Have you agreed on the required insurances and responsibility for taking out insurances and payments?	☐ Yes ☐ No	
25 Have you agreed on the funding security provisions to protect the landholder in the event of 'tenant default'?	☐ Yes ☐ No	

Checklist #3: *continued*

Option agreements (<i>continued</i>)		Please tick ✓	Notes
26	Are there provisions to protect you from potential damage, claims and legal action, related to the agreements and any ongoing access activities governed under that agreement?	☐ Yes ☐ No	
27	What professional services are included in the agreed payment or reimbursement of professional fees incurred by you in relation to negotiating the agreement?	☐ Yes ☐ No	
28	What are the ongoing administrative requirements, such as: are you to be the sole issuer of invoices to the developer to be paid the agreed fees?	☐ Yes ☐ No	
29	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?	☐ Yes ☐ No	
30	Is there a specific complaints and disputes resolution process written into the agreements with escalation to a suitable independent arbitrator, if necessary?	☐ Yes ☐ No	
31	Are there consequences of material breaches of the agreement and ability to remedy a breach?	☐ Yes ☐ No	
Lease agreements			
Construction		Please tick ✓	Notes
32	Pre-construction: Have you agreed what fees should be payable during pre-construction, which may last for many years? Landholders should also consider termination provisions in the event you wish to exit the lease due to ongoing delays.	☐ Yes ☐ No	
33	What are the fees payable to you during the construction operation and decommissioning periods?	☐ Yes ☐ No	
34	Have you agreed the construction footprint including the internal road layout for the project and considered the potential impacts on farming operations and the level or coexistence desired? Have you agreed on a process and protocol for making changes to construction footprint during feasibility and construction?	☐ Yes ☐ No	
35	Have you agreed the exact location of other infrastructure (cabling, construction offices, substations, transmission lines, etc.) and clearly marked them on plans? Have you agreed on a process and protocol for making changes to the location of other infrastructure including cabling and routes during feasibility and construction?	☐ Yes ☐ No	
36	Have you agreed a process and protocol for any micro-siting of assets during construction, such as the final location for a wind turbine, the solar array or batteries?	☐ Yes ☐ No	

Checklist #3: *continued*

Construction <i>(continued)</i>		Please tick ✓	Notes
37	Is there a process where you can be shown the “Design and Construct” tenders before they are signed off so that you can understand and agree to any changes that have been made in detailed design and costing?	☐ Yes ☐ No	
38	Have you agreed on, and documented, the land access and the gate protocols and other on site procedures, such as biosecurity compliance requirements for contractors entering the property for the duration of the project life including construction and maintenance? Noting construction is the highest risk phase of the project with regards to biosecurity.	☐ Yes ☐ No	
39	Have you agreed with the company on the use of additional land during construction and major maintenance activities?	☐ Yes ☐ No	
40	Have you agreed on the responsibilities and costs for maintenance of shared use infrastructure?	☐ Yes ☐ No	
41	Have you agreed on the responsibilities for the removal of construction waste including timelines of removal?	☐ Yes ☐ No	
42	Have you agreed on, and documented, the land access protocols required for accessing easements via your property?	☐ Yes ☐ No	
43	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 construction camps, laydown areas, temporary roads and replacement of soils over underground trenching for cabling?	☐ Yes ☐ No	
44	Have you agreed on the Workplace Health and Safety responsibilities and obligations for the you during construction including required insurances? Does the agreement allow for changes to legislation and requirements through the life of the project?	☐ Yes ☐ No	
45	Are there provisions to ensure compliance with development permit conditions related to construction?	☐ Yes ☐ No	
46	Have you agreed on the provisions and process for handling disputes such as damage to your property/ equipment by contractors?	☐ Yes ☐ No	
Operations and maintenance		Please tick ✓	Notes
47	Have you agreed on Workplace Health and Safety responsibilities during operations and maintenance activities, including required insurances? What will be the ongoing obligations on you as a result of the new infrastructure on site?	☐ Yes ☐ No	

Checklist #3: *continued*

Operations and maintenance (<i>continued</i>)		Please tick ✓	Notes
48	Does the agreement include suitable protocols around ongoing access requirements for operational and maintenance activities, including which vehicles may have priority at certain times, notices and biosecurity?	☐ Yes ☐ No	
49	Have you agreed on the responsibility for occupational health and safety plans and communications?	☐ Yes ☐ No	
50	Will the project have an Emergency Management Plan, Fire Management Plan and Risk Management Plan. How often will these be reviewed over the life of the project?	☐ Yes ☐ No	
51	Have you agreed on compliance with development permit conditions related to operations (e.g. noise emissions)?	☐ Yes ☐ No	
52	Has the developer committed to a hold harmless approach to any accidental damage by project neighbours?	☐ Yes ☐ No	
53	Have you checked and understood 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?	☐ Yes ☐ No	
54	Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or are you required to pay and then seek reimbursement.	☐ Yes ☐ No	
55	Have you agreed on the provisions for you to sub-let some or all of the property?	☐ Yes ☐ No	
56	Have you agreed on any restrictions that may be placed on the use of the land by the project?	☐ Yes ☐ No	
57	Have you agreed on the term of the lease agreement, options for renewal and termination provisions by either party?	☐ Yes ☐ No	
58	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?	☐ Yes ☐ No	
Decommissioning		Please tick ✓	Notes
59	Have you agreed on Workplace Health and Safety responsibilities during plant decommissioning including required insurances?	☐ Yes ☐ No	
60	Have you agreed on, and documented, the condition of the property to be restored as part of any decommissioning plan?	☐ Yes ☐ No	

Checklist #3: *continued*

Decommissioning (<i>continued</i>)		Please tick ✓	Notes
61	Have you agreed the scope of the decommissioning activities including compliance with the development permit requirements?	☐ Yes ☐ No	
62	Do you have access to a decommissioning plan and rehabilitation plan, including responsibilities and obligations of all parties?	☐ Yes ☐ No	
63	Have you agreed on who is responsible for undertaking and paying for decommissioning and rehabilitation activities?	☐ Yes ☐ No	
64	When estimating decommissioning costs, has consideration been given to: • inflation over the life of the project • changing rehabilitation costs • waste disposal costs • any salvage value of infrastructure or equipment at the end of the project life?	☐ Yes ☐ No	
65	Has the developer committed to establishing a secured decommissioning funding arrangement, such as: • a bank guarantee, • security bond, • trust fund, or • other financial security mechanism?	☐ Yes ☐ No	
66	Have you agreed on when financial security will be provided and maintained, including whether: • security is required before construction commences, • security will be provided progressively over the project life, and • minimum funding levels will be maintained at all times?	☐ Yes ☐ No	
67	Does the agreement clearly set out: • the circumstances in which the landholder can access security funds, • the process for calling on the security, and • how disputes regarding decommissioning obligations will be managed?	☐ Yes ☐ No	
68	Have you agreed on mechanisms to deal with: • payment defaults • insolvency • non-compliance • transfer of ownership • attempts to avoid or reduce decommissioning obligations?	☐ Yes ☐ No	

Checklist #4: 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?	☐ Yes ☐ No	
2 Have you assessed how income from the project will be treated for tax purposes (for example, primary production income or another type of income)?	☐ Yes ☐ No	
3 Can you incorporate any requirements or needs of your neighbours to manage impacts of the project such as run-off or use of chemicals?	☐ Yes ☐ No	
4 Can your existing farm status be recognised and maintained in the development (for example, organic certification or the need to reduce or have no input chemicals)?	☐ Yes ☐ No	
5 Can you get agronomy advice or other technical advice during the course of the project planning to help you decide about key aspects of the development? Can you get help covering these costs?	☐ Yes ☐ No	
6 Have you received details on the fees payable during the agreement including how and when they are paid?	☐ Yes ☐ No	
7 Are there any constraints on you in the event of sale, subdivision or transfer of the land?	☐ Yes ☐ No	
8 Have you walked the site with the developer and understood and agreed the locations of all aspects of the development?	☐ Yes ☐ No	
9 Does the option to lease and lease (or option to purchase and purchase) require foreign investment approval from the FIRB?	☐ Yes ☐ No	
10 Do you currently have or are you considering a carbon project or hosting biodiversity offsets? What are the implications by entering into this agreement?	☐ Yes ☐ No	
11 If you are hosting an oil and 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?	☐ Yes ☐ No	
12 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?	☐ Yes ☐ No	
13 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?	☐ Yes ☐ No	

Checklist #4: *continued*

Negotiations (<i>continued</i>)		Please tick ✓	Notes
14	Can the developer's company transfer the agreement to another party with or without your consent?	☐ Yes ☐ No	
15	Have you agreed on, and documented, any land access protocols that the developer, and their contractors, must comply with before and during access to the property? Is the developer aware of your Biosecurity Plan or Biosecurity Management Plan?	☐ Yes ☐ No	
16	Have you confirmed, and documented, the land access protocols at all stages of the project including during construction, operation and decommissioning?	☐ Yes ☐ No	
17	Have you agreed on any potential insurances to be taken out by the parties to the agreement?	☐ Yes ☐ No	
18	Have you agreed on a disputes resolution process including escalation to a suitable independent arbitrator, if necessary? Do you have a point of contact for any complaints or issues?	☐ Yes ☐ No	
19	Is everything you have decided in discussion confirmed in writing for inclusion in the agreements?	☐ Yes ☐ No	
20	Have you considered a group negotiation approach and discussed those aspects listed in section 4?	☐ Yes ☐ No	
21	Is it possible for you to manage some aspects of the project for the developer once operational?	☐ Yes ☐ No	
22	Have you discussed whether any other resources from the site will be required for the developer including fill, gravel, and water and are they adequately valued? Do you have the required approvals to supply these materials?	☐ Yes ☐ No	
23	Have you discussed the potential integration of agrivoltaics?	☐ Yes ☐ No	
24	Will the agreement still allow you to pursue other projects on your land such as carbon sequestration?	☐ Yes ☐ No	
25	Does the community benefit agreement impose any obligations on you? If yes, are these obligations reasonable and achievable? Consider the implications of the requirements on the current operation of the land.	☐ Yes ☐ No	
26	Who will be responsible for complying with all conditions imposed on the development approval?	☐ Yes ☐ No	

Checklist #5: Financial and tax considerations

Before entering into any renewable energy agreement, you may wish to consider the following and discuss them with your financial or taxation advisor:

Farm financial information	Please tick ✓	Notes
1 Will the proposed payments from the renewable energy project be financially beneficial compared to current farm income from the affected land? • Review current farm financial performance by area (revenue or profit per hectare/field). • Gather historical financial data (3–5 years) to show variability and sustainability of current income. • Prepare future forecasts for the current activity. • Compare agricultural income with potential renewable energy payments (lease, easement, or hosting). • Consider opportunity cost of removing land from production.	☐ Yes ☐ No	
Taxation considerations	Please tick ✓	Notes
2 Have you assessed how income from the project will be treated for tax purposes (for example, primary production income or another type of income)?	☐ Yes ☐ No	
3 Have you assessed whether granting rights or entering into a long-term lease create capital gains tax (CGT) implications or affect eligibility for future CGT concessions, including small business concessions that may currently apply to the property? • Are there any company, trust, or business tax implications if the land is owned through a particular business structure? • Assess tax treatment of renewable energy income (primary production income vs other income). • CGT implications if granting long-term rights or leases. • Check eligibility for CGT concessions, including small business concessions, and how they may be affected. • Review potential impact on rates and rateable value. • Will the project affect your ability to claim primary production tax concessions or deductions associated with the land? • Review land tax obligations, particularly if land use changes from primary production. • Consider company, trust, or business tax implications if the property is owned through an entity. • Understand GST implications and whether registration or adjustments are needed. • Identify deductible expenses related to legal, accounting, or advisory costs.	☐ Yes ☐ No	



Warwick Solar Farm. Image Courtesy: University of Queensland.

Checklist #5: *continued*

Farm succession planning

Please tick ✓

Notes

- 4 Could the agreement affect the future sale or valuation of the property, particularly if a long-term lease or easement is registered on the title? ☐ Yes ☐ No
- Assess how renewable energy agreements may affect future ownership, transfer, or sale of the property.
 - Consider impact on income distribution within the family or farm business.
 - Confirm that agreements align with existing succession plans and long-term family objectives.
 - Will renewable energy income affect farm business structures, succession arrangements, or income distribution within the family business?

Agreement and payment considerations

Please tick ✓

Notes

- 5 Have you considered what other implications the agreement may have on your operation? ☐ Yes ☐ No
- Understand lease, easement, or hosting payment structure and timing.
 - Does the lease give you the option to capitalise the rent income to allow for succession planning, debt reduction or business diversification?
 - Identify any potential restrictions on continuing farming activities.
 - Consider future land valuation and sale implications if a long-term lease is registered.
 - Evaluate potential infrastructure or maintenance responsibilities and related costs.

File notes and records of conversation

The purpose of these sheets is to enable you to keep a record of conversations with project developers.

Parties	Date:
---------	-------

Project name

Initial discussions

[illegible]

USEFUL RESOURCES



Image Courtesy: Queensland Renewable Energy Council.

Useful Resources

8

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

Negotiating a Conduct and Compensation Agreement



A fact sheet produced by Coexistence Queensland to advise landowners in discussions with resource companies. cqld.org.au/wp-content/uploads/2025/12/negotiating-a-conduct-and-compensation-agreement.pdf

Land Access and State Lands

A guide to land access in Queensland



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

Using state land for renewable energy projects



Guidance on how state land can be used for renewable energy projects. 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. nrm.mrd.qld.gov.au/?a=109113:policy_registry/additional-purposes-lease.pdf&ver=4.00

Native title information for landholders (state land)



Details about how native title issues should be addressed in State Land applications. 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. business.qld.gov.au/industries/mining-energy-water/resources/accessing-land/private-land/land-access-code

Renewable Energy Resources

RELA Assess Tool



Assess is a tool to help landholders assess the potential value of their land for renewable energy projects, developed by RELA with funding from the Australian Renewable Energy Agency.
assess.rela.com.au/

Global Wind Atlas



A map of wind speeds to give an indication of areas with good wind resources.
globalwindatlas.info/en/area/Australia/Queensland

Social Licence Toolkit for Local Government



The toolkit helps councils understand their roles in renewable energy projects and how to support the social licence for new projects.
statedevelopment.qld.gov.au/about-us/resources/social-licence-toolkit

Queensland Energy Generation Map



The locations of Queensland's existing power stations with greater than 1 MW installed capacity
electricity-generation-map.treasury.qld.gov.au/

Renewable Energy Guides

Developer Code of Conduct



The Queensland Government is preparing a code of conduct to set the standards for renewable energy development in Queensland.
treasury.qld.gov.au/policies-and-programs/energy/energy-roadmap/renewables/

Renewable Energy Guides *continued*

Queensland Renewable Energy Developer and Investor Toolkit



This resource provides clear guidelines and practical strategies for renewable energy developers to set a new benchmark for landholder agreements.
qrec.org.au/wp-content/uploads/2025/05/Queensland-Renewable-Energy-Developer-Investor-Toolkit_FINAL-TOOLKIT.pdf

Renewable Energy Industry Biosecurity Guide



This guide helps developers identify, manage, and monitor biosecurity risks using practical control measures, supporting leading renewable energy industry standards in Queensland.
qrec.org.au/wp-content/uploads/2025/10/QREC-Biosecurity-Guide_2025-1.pdf

Landholder guide: Decommissioning renewable energy projects



This guide provides landholders with practical information about decommissioning to support informed decision-making when considering renewable energy projects on their property.
cqld.org.au/wp-content/uploads/2025/08/Landholder-guide-Decommissioning-renewable-energy-projects.pdf

Position statement: Treatment of renewable energy assets at end of life – protection for landholders (October 2025)



This position statement advocates for clear rules so responsibilities are fair and transparent. Locals should not be left to pay for removing or cleaning up old equipment.
aeic.gov.au/sites/default/files/documents/2025-10/position-statement-treatment-renewable-energy-assets-end-life.pdf

Battery Energy Storage System (BESS) Factsheet



Provides information on battery storage facility projects.
qrec.org.au/wp-content/uploads/2026/03/BESS-Factsheet-March-2026-2.pdf

Electricity Network Planning

Queensland Energy Roadmap 2025



The Queensland Government's five-year plan to deliver affordable, reliable and sustainable energy through existing assets, renewables, storage and network investment.

treasury.qld.gov.au/files/Queensland-Energy-Roadmap-2025-25-043.pdf

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.

ergon.com.au/network/our-services/connections/large-customer-connections

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.

powerlink.com.au/connect-our-network

Powerlink's connections and confidentiality



This fact sheet explains the process for developer-led projects to connect to the transmission network and Powerlink's confidentiality obligations.

powerlink.com.au/brochures/connections-and-confidentiality

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.

energygridalliance.com.au/planning/

The Energy Charter



The Energy Charter outlines a vision for the energy industry and the high-level principles and practical actions that energy businesses are encouraged to embed in their operations to deliver on that vision.

theenergycharter.com.au/

Planning and Development in Queensland

Planning Act 2016



This 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.

It also establishes the community benefit system and the requirement for certain development to undertake Social Impact Assessment and enter into a Community Benefit Agreement.

legislation.qld.gov.au/view/html/inforce/current/act-2016-025

Development Assessment Rules



The Development Assessment (DA) Rules explain how development applications including applications for State facilitated development in Queensland must be lodged, assessed and decided. The DA Rules also outline how public notification is required to be undertaken.

planning.qld.gov.au/planning-framework/development-assessment/development-assessment-process/da-rules

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, Agricultural Land Classifications, Cultural Heritage and Natural Hazards such as flood and bushfire hazard areas.

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

State Code 23: Wind farm development



Outlines the purpose and performance outcomes of State Code 23: Wind farm development of the State Development Assessment Provisions (SDAP).

planning.qld.gov.au/_data/assets/pdf_file/0013/102208/sdap-v3.3-state-code-23-wind-farm-development.pdf

State Code 26: Solar farm development



Outlines the purpose and performance outcomes of State Code 26: solar farm development of the State Development Assessment Provisions (SDAP).

planning.qld.gov.au/_data/assets/pdf_file/0010/102214/sdap-v3.3-state-code-26-solar-farm-development.pdf

State Code 27: Battery storage facility development



Outlines the purpose and performance outcomes of State Code 27: battery storage facility development of the State Development Assessment Provisions (SDAP).

planning.qld.gov.au/_data/assets/pdf_file/0020/110594/sdap-v3.5-state-code-27-battery-storage-facility-development.pdf

Community Benefit System



Information on the community benefit system and how it fits into the Queensland planning framework.

planning.qld.gov.au/planning-framework/community-benefit

Local Government Directory



Contact details and links to websites for all Queensland councils.

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



Kennedy Energy Park. Image Courtesy: Windlab.

Community Consultation and Engagement

Australian Energy Infrastructure Commissioner (AEIC) Community Engagement Review



A review of community engagement in renewable energy conducted by AEIC and published in February 2024.

aeic.gov.au/news-media/news/community-engagement-review-report

Developer Rating Scheme



The Developer Rating Scheme provides landholders, councils, and local communities with the independent visibility they need to make informed decisions. Search the public register to view detailed developer profiles and check their specific 5-star community engagement scores before a project even begins.

icirt.com/drs

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.

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

Information for Community



A source of information for communities hosted on Coexistence Queensland's website.

cqld.org.au/working-with-you/community/

Benefit Sharing

A Guide to Benefit Sharing Options for Renewable Energy Projects



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

re-alliance.org.au/building_stronger_communities_cbf

Clean Energy Council Benefit Sharing for Renewable Energy Projects



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.

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

Australian Wind Alliance Building Stronger Communities



Building Stronger Communities Guide by the Australian Wind 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

Farm Powered



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 want to develop smaller scale renewable energy projects on their land.

farmersforclimateaction.org.au/farm-powered/

Other useful resources

Agrivoltaics Handbook



This guide helps landholders and developers integrate solar with farming, providing practical guidance, case studies and best-practice advice before project agreements.

energyco.nsw.gov.au/agrivoltaics-handbook

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 Principles for Clean Energy Projects



The 10 best practice principles, designed for the clean energy industry, government and communities, cover such things as ensuring projects provide economic and social benefits, mutual respect, clear communication, cultural and environmental considerations, landcare, business employment opportunities and free, prior and informed consent (FPIC).

assets.nationbuilder.com/fncen/pages/183/attachments/original/1680570396/FNCEN_-_Best_Practice_Principles_for_Clean_Energy_Projects.pdf?1680570396

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.

assets.nationbuilder.com/fncen/pages/148/attachments/original/1667776468/FNCEN-Clean_Energy_Negotiations_Guide_for_First_Nations.pdf?1667776468



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Aldoga Solar Farm. Image Courtesy: ACCIONA Energía.