

RENEWABLE ENERGY COMMUNITY BENEFIT AGREEMENT POLICY

APPROVALS

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CATEGORY	Community		
POLICY OWNER	Advocacy and External Affairs		
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OBJECTIVE

Isaac Regional Council is committed to ensuring renewable energy projects (projects) deliver long-lasting, widespread and sustained net benefits to Isaac communities and the broader region. The Renewable Energy Community Benefit Agreement Policy lays the foundation for the consistent negotiation and execution of Community Benefit Agreements (CBA) associated with renewable energy developments in the Isaac Region.

SCOPE

This Policy applies to renewable energy projects within the Isaac Region, including wind, solar, hydro-electric and battery energy storage developments with an electricity output of one (1) megawatt or more.

The Policy applies to all Council staff engaged in renewable energy project negotiations and is intended to inform developers (Proponents) and/or their delegated representatives of Council's expectations in relation to the Community Benefit Agreement negotiation process.

DEFINITIONS

N/A

LEGISLATIVE AND REGULATORY CONTEXT

In July 2025, the Queensland Government passed the Planning (Social Impact and Community Benefit), and Other Legislation Amendments Act 2025. Changes under the Amendment Act were made to the Planning Act 2016 (Planning Act) and the Local Government Act 2009.

The Planning Act now requires wind and solar farm proponents with an electricity output of one (1) megawatt or more, to conduct a social impact assessment and enter into a Community Benefit Agreement with the local government before lodging a development application. These need to be submitted as part of a properly made submission. The Planning Act (under section 106ZL) also stipulates that financial contributions "for a particular thing" under a CBA "must be used for that purpose".

Amendments to the Local Government Act 2009 enable local government to set fees and recover costs associated with Social Impact Assessments and Community Benefit Agreements, including mediation. It also requires local government to keep registers about Community Benefit Agreements and cost recovery.

AUTHORITY

The Chief Executive Officer (CEO) is authorised by Council to negotiate and execute CBAs on behalf of Council, provided the agreement is in accordance with this policy and any relevant legislative requirements.

The CEO may delegate responsibilities associated with the development of a CBA to relevant executives, managers or officers, where relevant or necessary.

POLICY STATEMENT

Community Benefit Agreement Framework

Council considers Community Benefit Agreement's as a social licence contract with community. They should strengthen trust, respond to community needs and aspirations, and uphold the social accountability commitments of proponents.

Council is committed to ensuring Community Benefit Agreements adhere to the following principles. CBAs should:

- be informed through strong Social Impact Assessments (SIAs) and other previously identified needs of Isaac's communities.
- reflect community expectations and aspirations.
- ensure that the benefits of renewable energy development are equitably distributed within the community and intergenerationally
- integrate with, and value-add to, existing local initiatives and organisations.
- embed transparency and accountability.
- align with Council's strategic direction and long-term planning frameworks.
- not be used as a substitute for statutory conditions or infrastructure charges, nor relied upon to offset State Government responsibilities.

IRC's CBAs will comprise of two core components:

1. Community Benefit Contributions (CBC)
2. Community Benefit Agreement Conditions (CBAC)

1. Community Benefit Contributions

Community Benefit Contributions (CBCs) are compulsory payments to Council based on Council's minimum charge per megawatt formula.

1.1 Contribution Formula

The following figures are considered the minimum threshold amounts for negotiating Community Benefit Contributions.

Project Type	2025/2026 Minimum Contribution
Solar	\$850 per approved megawatt capacity in the IRC LGA per year
Wind	\$1050 per approved megawatt capacity in the IRC LGA per year
Stand-alone Battery Energy Storage System (BESS)	\$150 per approved megawatt hours in the IRC LGA per year
Other Energy Storage (including hydro-electric)	\$850 per approved megawatt hours in the IRC LGA per year

1.1.1 Consumer Price Index adjustment

Minimum Contributions are to be adjusted annually in line with the Consumer Price Index. The annually adjusted amounts will apply throughout the life of a CBA to ensure the base contribution remains equitable and commensurate with changing economic conditions. Minimum

Contributions will be reviewed upon publication of the All Groups CPI Brisbane percentage change over the preceding twelve (12) months to the March quarter and adjusted upwards from 1 July.

1.1.2 Mixed Generation Projects

Where a project includes mixed generation, the total contribution amount will be determined by calculating the respective approved type, capacities and contribution rate, and adding them together. Energy storage developed in conjunction with solar and/or wind project does not apply to mixed generation.

1.2 Payment Terms

Community Benefit Contribution payments are activated at construction and cease at successful decommissioning. Up to 5% of annual CBC amount will be claimed from construction as per purpose c) below. The full annual CBC amount becomes claimable upon project commissioning.

CBC Payments will be invoiced annually from the adjusted CPI amount. Council may consider, by negotiation, alternative payment terms. For example, a proponent may want to negotiate paying their Community Benefit Contributions in an upfront lump sum in lieu of annual payments.

1.3 Community Benefit Contribution Purpose

Community Benefit Contributions will be used for the following purposes:

a) Community and Legacy Projects

A portion of funds, as deemed appropriate by Council but no less than seventy percent (70%) for the first five (5) years, will be used to deliver sustainable, high-value initiatives that deliver legacy outcomes for impacted communities and the broader region. Projects will be determined by Council and informed by Council's Social Investment Plan, strategic planning documents, and capital works program. Projects may otherwise be identified by Isaac Regional Council in consultation with relevant affected communities and/or proponents and their Social Impact Assessment.

b) Future Investment and Inter-generational Equity

A portion of funds, not exceeding fifty percent (50%) annually, may be used for reserve to support ongoing social investment costs and to offset operational impacts arising from the project. The amount allocated to such reserve will be reported through Council's normal financial reporting process.

c) Renewable Energy Coordinator Contribution

From the commencement of construction, up to five percent (5%) of the annual Community Benefit Contribution amount, will be allocated to fund a Renewable Energy Coordinator position, responsible for progressing renewable energy initiatives, partnerships, and projects within the region.

1.4 Community Benefit Contribution Rebate

Investment towards or delivery of eligible items on Council's Social Investment Plan may be deducted from a proponent's annual Community Benefit Contribution amount through agreement with Isaac Regional Council. The value of the rebate is directly proportional to the financial contribution or eligible project cost.

1.5 Administration, Governance and Reporting

Community Benefit Contributions funds will be held in a dedicated reserve/s by Isaac Regional Council. Council will manage and disperse of the funds in accordance with the Local Government Act 2009, the Statutory Bodies Financial Arrangements Act 1982, IRC's Investment Policy and IRC's Reserves Policy.

Community Benefit Contributions will be accounted for in Council's annual budget and unspent funds will be carried forward in the reserve. Interest generated through the future investment funds will be returned to the dedicated reserve. Council will report on the expenditure of Community Benefit Contributions as part of its annual financial statements.

Copies of executed Community Benefit Agreements will be made public on Council's website. Recognition protocols will be established so proponent's contributions are acknowledged and credited for their investment.

1.6 Exclusion clause

The value or extent of the following items cannot be used to offset Community Benefit Contribution amounts owed to Council:

- a) Any landholder payments, neighbour payment schemes or other similar arrangements between proponents and individual landholders.
- b) Rates and charges, as defined in Council's Revenue Statement, associated with the project. Isaac Regional Council will not entertain a Payment in lieu of Rates (PILoR) scheme.
- c) Community Benefit Agreement Conditions, unless otherwise negotiated with Council.

2. Community Benefit Agreement Conditions

Council's Community Benefit Agreement Conditions are binding requirements Council imposes on the project to directly address project impacts and support to community aspirations. Community Benefit Agreement Conditions uphold community and social accountability commitments, protect amenity and environmental values and build public trust in the planning system.

Community Benefit Agreement Conditions will be developed with the proponent and are informed by:

- a) the Proponent's Social Impact Assessments and Social Impact Management Plans in line with the key matters identified in the Strong and Sustainable Resource Communities Act 2017 and SIA Guideline.
- b) the Proponent's draft development application
- c) Local planning considerations as per IRC's Planning Scheme
- d) Other local considerations

Community Benefit Agreement Conditions may apply to, but are not limited by:

- workforce management
- housing and accommodation
- local business and industry procurement

- waste management
- infrastructure impacts
- community grants and donations programs
- visual, noise, dust and vibration disturbance
- Bushfire hazard
- Flood impact
- Emergency and disaster management
- Water supply and sewer servicing
- Environmental offset programs, habitat creation, biodiversity enhancement, environmental remediation
- Local capacity building projects
- Near neighbour energy rebates
- Decommissioning and end-of-life

CBA Cost recovery Fees

Council costs in relation to participation and review of a project's Social Impact Assessment and the subsequent Community Benefit Agreement will be listed in Council's Fees & Charges Register.

Reservation of Rights Clause

Council reserves the right, acting reasonably, to include, negotiate, or remove items outlined within this policy as part of the Community Benefit Agreement, to ensure alignment with community needs, changing circumstances, and Council priorities.

LEGISLATIONS AND RELATED GUIDELINES

- *Planning Act 2016*
- *Planning Regulation 2017*
- *Local Government Act 2009*
- *Statutory Bodies Financial Arrangements Act 1982*
- Isaac Regional Council's Investment Policy
- Isaac Regional Council's Reserves Policy
- Community Benefit Agreement Guide