

HEAD OF POWER

- *Planning Act 2016*, sections 51(4), 52A and 79(3) and Chapter 3, Part 6B

INTENT

The purpose of this policy is to establish a clear and consistent framework for the negotiation, execution, and ongoing management of Community Benefit Agreements (CBAs) to ensure large-scale renewable energy and battery storage developments deliver measurable, enduring and legacy benefits to the Bundaberg Region.

SCOPE

This policy applies to all large-scale renewable energy and battery storage projects in the Bundaberg Region that require a Social Impact Assessment (SIA); and for projects located within neighbouring local government areas, where the development has been determined to have social impact within the Bundaberg Region.

DEFINITIONS

Community Benefit Agreement (CBA) means a legally binding agreement between a proponent and Council, intended to ensure that developments deliver tangible, place-based community benefits.

Council means Bundaberg Regional Council.

Employee means a local government employee as defined pursuant to the *Local Government Act 2009*.

Proponent means the developer, operator, or owner of a large-scale renewable energy and/or battery storage development. This includes any company or entity seeking development approval for such development.

Social Impact Assessment (SIA) means a process and related report that identifies, analyses and proposes mitigation/benefit measures for a project's social impacts in accordance with State guidelines.

POLICY STATEMENT

1. Guiding Principles

Council recognises that there is an increased prevalence of proposals for renewable energy and battery storage facilities in the Bundaberg Region. Council considers CBAs are a social licence contract with the community, which should strengthen trust, respond to community needs and aspirations, and uphold social accountability commitments of proponents.

Council expects that each CBA will:

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- (a) deliver tangible, equitable and enduring community benefits, informed by a robust SIA;
- (b) reflect community needs, expectations and aspirations, through early and meaningful engagement with Council and the community;
- (c) complement and enhance existing local community organisations and initiatives;
- (d) support and align with Council’s strategic priorities and long-term planning frameworks, including but not limited to Council’s Corporate Plan, Economic Development Strategy and Community Development Strategy; and
- (e) be informed by a Social Impact Management Plan (SIMP) that clearly documents management measures and how obligations are to be fulfilled, monitored and reviewed, to safeguard accountability and sustain community trust for the operational life of the development and beyond.

This policy does not preclude or limit a proponent from entering into private agreements with individual landowners or First Nations peoples.

Community Benefit Agreements will comprise of two core components:

- (i) Community Benefit Contributions (CBCs); and
- (ii) Social Impact Mitigation Measures.

2. Community Benefit Contributions

A community benefit contribution (CBC) shall be the subject of negotiation for each development. The expected minimum value for community benefits applicable to each development is set out in Table 1 below. This represents the minimum annual value for community benefits derived from a project, whether through programs, infrastructure, sponsorship or financial contributions.

Contribution Formula

The contribution rates in Table 1 apply to payments made in the 2025/26 financial year. These rates will be adjusted annually by the Consumer Price Index (All Groups CPI, Brisbane), to ensure they remain appropriate with changing economic conditions.

Table 1: Community Benefit Contributions

Project Type	Minimum Annual Contribution (\$ per megawatt (MW) capacity)
Solar Farm	\$1050
Wind Farm	\$1050
Battery Storage Facility	\$265 (MWh)

Payment Terms

CBCs commence at construction and cease at successful decommissioning. Where a community benefit involves making a financial contribution to Council:

- the first payment is due at commissioning of the facility
- ongoing payments are due on each anniversary of this date

- late payments incur interest at a rate consistent with Council's Revenue Statement.

Alternative payment terms may be negotiated and agreed in the CBA.

In addition to any CBC, an administrative cost calculated at up to five per cent (5%) of the annual contribution will be payable annually, to cover Council costs to maintain and monitor CBAs.

Distribution of Community Benefit Contributions

Community Benefit Contributions are to be distributed or shared across the following funding streams, with the apportionment of contributions to be negotiated as part of each CBA:

(a) Direct Neighbour/ Local Neighbourhood Benefits

Funding allocated towards the local community in the immediate vicinity of the project. Examples include:

- funding or constructing neighbourhood community facilities
- sponsorship or funding of local community events, groups, clubs, schools or not-for-profit organisations.

(b) Community-Wide Benefits

Funding towards long-term, region-wide benefits in response to the broader impacts of the development. Examples include:

- infrastructure identified in Council's 10-year capital program
- initiatives identified in Council strategies and plans, including but not limited to community and economic development plans and strategies.

CBAs may include (but are not limited to) infrastructure and initiatives as detailed below:

- (a) funding or constructing infrastructure improvements (e.g. upgrades to roads, parks, sports fields, swimming pools, showgrounds, libraries and community facilities)
- (b) community grants and donations (e.g., sponsorship or financial contributions to local community services, events, groups or clubs)
- (c) environmental protections or enhancements (e.g., environmental offset programs, water quality monitoring and improvement, environmental remediation, habitat creation, biodiversity enhancement)
- (d) education and employment (e.g., workforce management, local hiring, local business and industry procurement, apprenticeships, scholarships and training, other local capacity building projects)
- (e) other community benefits, such as housing and accommodation, emergency and disaster management, water supply and sewer servicing, waste management, community health and wellbeing, and near neighbour energy rebates.

Administration of Community Benefit Contributions

CBAs may be delivered by Council or the proponent, as detailed under the CBA for the project.

Where the CBA identifies that a CBC will be delivered by a proponent, the funds are to be held and managed by the proponent and expended on specific initiatives as identified in the CBA.

Where a CBC will be delivered by Council, the CBA may nominate specific projects or initiatives to which monetary contributions will be expended. Unless otherwise nominated in the CBA, Council will coordinate, pool and manage community benefit contributions to maximise strategic public value and ensure that the Bundaberg Region's competitive advantages are preserved and expanded for current and future generations.

Benefit Contributions in the form of financial contributions to Council will be:

- (a) held in a dedicated reserve/s by Council
- (b) managed and dispersed by Council in accordance with *Local Government Act 2009* and relevant financial regulations.
- (c) accounted for in Council's annual budget, with unspent funds to be carried forward in the reserve.

Interest earned will be returned to the dedicated reserve. Council will report on the expenditure of community benefit contributions as part of its annual financial statements.

3. Social Impact Mitigation Measures

Council expects that any approval for a renewable energy or battery storage facility will be subject to conditions to mitigate direct impacts of a project, as identified through a SIA and SIMP, and/or through the assessment of a development application. While these should be identified in the CBA for a project, they are not considered community benefits.

Costs associated with meeting or delivering these mitigation measures are entirely the responsibility of the proponent and are separate from any Community Benefit Contributions (i.e. are not to be used to offset the value of CBCs, unless otherwise negotiated with Council under the CBA).

Mitigation measures may include (but are not limited to):

- (a) Infrastructure and Transport – traffic management, upgrades, repairs, maintenance or safety improvements to impacted transport infrastructure and networks.
- (b) Housing and Accommodation – measures to reduce short-term housing pressure, such as worker accommodation management plans, temporary accommodation facilities, or housing partnership contributions.
- (c) Community Services and Safety – resourcing of emergency-response capacity, waste-management, health or police services or telecommunications directly affected by the project workforce.
- (d) Environmental Protection and Amenity – dust, noise or light mitigation; revegetation; erosion control; landscape screening; rehabilitation of disturbed land.
- (e) Local Business and Workforce Impacts – support programs that address disruption to existing local business operations, access, or labour availability during peak construction.

- (f) Water – water supply, water usage and water security impacts and consideration of project water requirements and how they may affect residential, agricultural and Council managed water sources.

4. Exclusions

The following are distinct and separate from, and do not offset, any community benefits captured under a CBA negotiated with Council:

- (a) Costs that a developer is otherwise required to bear, including obligations under an infrastructure agreement, infrastructure charges notice, development conditions attached to a development approval and costs associated with state or federal government responsibilities.
- (b) Council rates and other fees and charges.
- (c) Private agreements between a proponent and individual landowners, including adjoining landowners affected by the development.
- (d) Private agreements, Indigenous Land Use Agreements (ILUA) and/or Cultural Heritage Management Plan (CHMP) with First Nations peoples.

5. Authority

Any decision to enter into a CBA is at the absolute discretion of Council. Council is responsible for the final approval of a CBA and any amendment to a CBA.

The Chief Executive Officer is authorised to negotiate, amend and execute CBAs on Council's behalf, provided the agreement is in accordance with this policy and relevant legislative requirements. The Chief Executive Officer may delegate specific functions or responsibilities in accordance with Council's delegation framework.

6. Administrative Framework – Community Benefit Agreements

- (a) CBAs will be made publicly available for viewing and download on Council's website.
- (b) Council will report on the total amount of community benefit contributions (financial contributions) received and spent by Council under a CBA as part of its annual report, including demonstrating a nexus between the expenditure and the purpose for which it was received.
- (c) Proponents will be required to complete detailed annual reporting on community benefit contributions delivered by the proponent, including the total amount of expenditure and details of what the money was spent on.
- (d) Council will introduce structured reporting and acknowledgement processes to recognise the contributions made through each CBA and the proponent's fulfilment of their social-licence objectives.
- (e) Council reserves the right, acting reasonably, to include, exclude or vary outcomes identified in this policy when negotiating a Community Benefit Agreement for a project, to ensure alignment with community needs, changing circumstances, and Council priorities.

HUMAN RIGHTS

In developing this Policy, Council has considered applicable human rights protected under the *Human Rights Act 2019* and is acting compatibly with those rights. When applying this Policy, Council is committed to giving proper consideration and acting compatibly with human rights.

ASSOCIATED DOCUMENTS

- Bundaberg Regional Council Corporate Plan 2025-2030
- Bundaberg Regional Council Planning Scheme 2015
- Community Development Strategy 2024-2028
- Community Grants Policy (CP-3-015)
- Economic Development Strategy 2025-2035
- *Human Rights Act 2019*
- Investment Policy (CP-3-003)
- *Local Government Regulation 2012*
- *Planning Act 2016*
- *Planning Regulation 2017*
- Revenue Policy (CP-3-001)
- Towards Net Zero Bundaberg Policy (CP-3-048)

DOCUMENT CONTROLS

Council will review this policy biennially or in response to changes in law or best practice.

POLICY OWNER

General Manager Regional Growth and Development