

Renewable Energy Community Benefit Agreement Policy

Planning Act 2016

1. Policy Statement

Townsville City Council (Council) recognises the importance of renewable energy and storage developments in the Townsville region. Community Benefit Agreements (CBAs) together with Social Impact Assessments (SIAs), form part of Queensland's statutory community benefit system. For prescribed development, a CBA must be negotiated prior to lodging the development application unless waived by the Director-General in accordance with the:

- *Planning (Social Impact and Community Benefit) and Other Legislation Amendment Act 2025; and*
- *Planning (Battery Storage Facilities) and Other Legislation Amendment Regulation 2025.*

CBAs are a key statutory mechanism through which the long-term social and economic benefits of these developments can be delivered to local communities.

This policy sets out Council's framework for negotiating, administering and reporting on CBAs associated with renewable energy and storage developments within the Townsville region. The objective is to secure CBAs that:

- deliver tangible, community-driven benefits to Townsville informed by SIAs, local needs and community priorities;
- reflect community expectations and aspirations;
- are proportionate and equitable in delivering benefits to host communities and the wider Townsville region;
- integrate with, and add value to, existing local initiatives; and,
- align with Council's strategic goals, direction and long-term plans.

2. Principles

This policy is guided by the following principles:

- **Strategic alignment:** CBAs should support the achievement of Council's long-term planning frameworks, economic development priorities and regional growth objectives.
- **Community responsiveness:** Benefits should be informed by meaningful engagement with host communities as part of the SIA process and reflect identified community needs and aspirations.
- **Transparent governance:** CBAs must incorporate clear accountability structures, including defined timelines, milestones, responsibilities, benefit streams and key principles for effective delivery, reporting and monitoring.
- **Fairness and equity:** Funding and benefits should be distributed proportionately and equitably across communities experiencing direct and indirect impacts.

- **Integrity of purpose:** CBA commitments must provide benefits above and beyond statutory obligations or approval conditions. In other words, they must not replace or offset the proponent’s statutory obligations to avoid, mitigate or manage project impacts under the planning assessment framework.
- **Cumulative impacts:** In negotiating CBAs, Council will have regard to cumulative and indirect social impacts identified through the SIA, including impacts arising from multiple developments affecting the same community.

3. Scope

This policy applies to prescribed development within the Townsville local government area that is subject to the community benefit system under the *Planning Act 2016* and *Planning Regulation 2017* (as amended). Prescribed development currently includes:

- a wind farm;
- a solar farm that has a maximum instantaneous output of 1 MW or more; and,
- a battery storage facility that has a maximum instantaneous output of 50 MW or more.

Council’s Chief Executive Officer (CEO) is authorised to negotiate, execute and vary CBAs on Council’s behalf, provided the CBA is consistent with this policy and relevant legislation. The CEO may delegate responsibilities to appropriate officers in accordance with Council’s Delegations Policy.

Nothing in this policy is intended to limit, fetter or otherwise affect the exercise of any statutory discretion by Council under the *Planning Act 2016*.

4. Responsibility

Role	Responsibility
Mayor and Councillors	Responsible for: <ul style="list-style-type: none"> • adhering to this policy where it applies to their activities, ensuring clarity between their personal actions and opinions, engagement with proponents or the community and activities undertaken by Council. • complying with this policy and representing Council’s position accurately and responsibly.
CEO and Managers	Responsible for: <ul style="list-style-type: none"> • ensuring that this policy is understood, implemented and adhered to by all Council employees. • complying with this policy and representing Council’s position accurately and responsibly.
Planning and Development	Responsible for: <ul style="list-style-type: none"> • SIA assessment and CBA development.

Role	Responsibility
	<ul style="list-style-type: none"> complying with this policy and representing Council's position accurately and responsibly.
Community and Lifestyle	Responsible for: <ul style="list-style-type: none"> implementation, administration, monitoring and reporting. complying with this policy and representing Council's position accurately and responsibly.
Commercial and Financial Services	Responsible for: <ul style="list-style-type: none"> providing oversight and governance of financial contributions and fund management and compliance with reporting requirements. complying with this policy and representing Council's position accurately and responsibly.

5. Definitions

Term	Definition
Community Benefit Agreement (CBA)	means an agreement about providing benefits to a community in the locality of prescribed development, negotiated with Council (as a minimum). A CBA is a separate instrument to development approval conditions and does not form part of the development approval.
Community Benefit System	means the statutory planning framework that integrates SIAs and CBAs into Queensland's broader development assessment and decision-making framework under Queensland's planning legislation.
Councillors	means all elected representatives including the Mayor.
Employees	includes any persons employed directly by Townsville City Council but does not include volunteers, contractors, labour hire or contract personnel.
Manager	an individual responsible for overseeing and coordinating specific functions, departments, teams or projects within Townsville City Council.
Non-Monetary Contribution	may include direct works by the proponent, third-party delivery arrangements, in-kind provision of works or services or long-term programs or capacity-building initiatives such as training partnerships or social programs.
Prescribed Development	means development prescribed under the <i>Planning Regulation 2017</i> as requiring an SIA and CBA.

Term	Definition
Social Impact Assessment (SIA)	means an assessment process and report that identifies, predicts, evaluates and develops responses to social or socio-economic impacts as part of an integrated assessment that also considers environmental, economic and cultural impacts.
Third-Party Delivery	means delivery of an agreed community benefit by an independent provider engaged and funded by the proponent.

6. Policy

The establishment, negotiation and execution of CBAs by Council will be managed in accordance with this policy. CBAs will be developed considering the following key elements.

6.1. Nature of Contributions

Contributions under a CBA will be primarily monetary, as calculated in accordance with the annual contribution formula in [Table 1](#). Council may agree that a defined portion is delivered as non-monetary contributions, where the demonstratable value is equivalent to the monetary amount that would otherwise be payable for that portion.

Where a non-monetary contribution is agreed, the proponent remains fully responsible for funding and delivery, with Council retaining oversight but not delivery or maintenance responsibilities, unless otherwise expressly agreed.

6.2. Contribution Framework

Each CBA will include one or more of the following benefit streams, with the appropriate mix determined by the scale, location and impacts of the development, the findings of the SIA and identified community plans or other relevant planning documents:

- 1. Council Legacy Projects and Strategic Infrastructure:** Contributions allocated to critical, high-value projects and infrastructure that deliver legacy outcomes, long-term benefits across the Townsville local government area or at a district-scale and which may respond to the broader impacts of the development.
- 2. Community Legacy Initiatives:** Contributions allocated to initiatives that deliver community benefits, such as community facilities, services or programs that respond to local priorities identified through the SIA process and relevant planning documents.
- 3. Community Sponsorships and Grassroots Programs:** Contributions dedicated to smaller-scale, locally delivered initiatives supporting community groups, sporting clubs, schools and not-for-profit organisations.

A community benefit initiative may exhibit characteristics of more than one benefit stream, and Council will determine the most appropriate classification. Allocation across streams will be informed by project-specific factors, including the primary purpose, scale, location and the nature, and extent of impacts identified through the SIA process and will also have regard to relevant Council plans, strategies and policies.

6.3. Annual Contribution Formula

A minimum annual base contribution amount applies. The contribution amount will be calculated in accordance with [Table 1](#) for CBAs executed within the 2025/26 financial year, based on the development type and its generation or storage capacity (expressed in megawatts (MW) or megawatt hours (MWh)). The amount is indexed annually to the ABS All Groups CPI (Brisbane) as published for the March quarter. Indexed rates will apply from 1 July each financial year.

Table 1: Contribution Formula

Development Type	Annual Base Rate (per MW or MWh)
Solar	\$850 per MW
Wind	\$1,050 per MW
Battery Energy Storage System (BESS)	\$150 per MWh
Other Energy Storage (including hydro)	\$850 per MW

Calculation is based on the nameplate capacity of the development. The indexed contribution is payable annually, with the first contribution payable prior to the first day of commercial operation and each subsequent contribution payable on the anniversary of the first day of commercial operation, for the full operational life of the development.

Additional fees and charges will also apply for Council's participation in SIA processes, and for negotiation, execution, monitoring and variation of CBAs as listed in Council's *Schedule of Fees & Charges* and are payable by the proponent prior to commencing negotiation of the CBA.

An annual operating contribution of 5% of the indexed annual contribution amount is payable to cover Council's ongoing administration, monitoring and reporting costs.

6.4. Community Benefit Fund

All monetary contributions are to be paid by the proponent into a Council-managed Community Benefit Fund (CBF), which will be held in a dedicated Council reserve. Council is responsible for managing, allocating and reporting on the funds in accordance with the CBA and relevant legislation. Interest earned on monies held in the CBF will be retained within the CBF. Unexpended funds will be carried forward for approved community benefit initiatives.

Council may pool funds where multiple projects affect the same host community.

6.5. Exclusions

CBA contributions do not offset costs otherwise required to be borne by the proponent, including annual general rates, charges based on land use zoning, infrastructure agreement obligations, statutory infrastructure charges, conditions of a development approval or any other costs imposed under contract, legislation or other legal arrangement.

Private agreements with individual landowners, including community benefit sharing agreements, Indigenous Land Use Agreements and/or Cultural Heritage Management Plans are distinct and separate from any community benefits captured under a CBA negotiated with Council.

CBA's must not replace obligations under an Environmental Impact Statement or similar statutory assessment process.

6.6. CBA Conditions

CBA conditions will be developed with reference to the SIA and any Social Impact Management Plan, the proponent's draft development application, local planning considerations including any community plans or other relevant planning documents and other relevant local factors.

Depending on the project context, CBA conditions may address a range of project-related impacts, including (but not limited to):

- local transport and road upgrades, including traffic management, safety improvements and maintenance of construction haulage routes;
- housing and accommodation measures to manage short-term workforce pressures, including temporary accommodation;
- environmental protection and amenity measures (dust, noise, revegetation, erosion control, site rehabilitation);
- water and sewerage infrastructure upgrades or capacity measures to manage increased demand generated by the project.

The proponent remains solely responsible for the funding and delivery of all impact mitigation required under applicable legislation. CBA contributions are additional to, and must not be used to fund, offset or substitute, the proponent's statutory mitigation obligations.

6.7. Reporting

Council will publish a copy of each executed CBA on Council's website. Council will report annually on expenditure of funds received and will demonstrate the nexus between the funding purpose and expenditure items.

Recognition protocols will be established to acknowledge and appropriately recognise the contributions of proponents.

6.8. Review

This policy will be reviewed at least every two years and may be reviewed earlier if required, including if required under legislation or due to procedural changes.

6.9. Reservation of Rights

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

7. Legal Parameters

Human Rights Act 2019

Local Government Act 2009

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Local Government Regulation 2012

Planning (Battery Storage Facilities) and Other Legislation Amendment Regulation 2025

Planning (Social Impact and Community Benefit) and Other Legislation Amendment Act 2025

Planning Act 2016

Planning Regulation 2017

8. Associated Documents

Community Benefit Agreements Guidance for Local Governments and Proponents (July 2025)

Corporate Plan

Delegations Policy

Financial Reserves Policy

Schedule of Fees & Charges