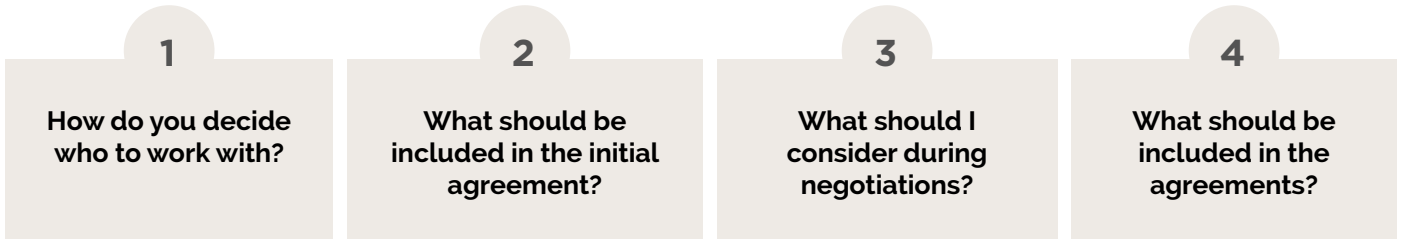




LANDHOLDER CHECKLISTS

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 4 checklists including:



There is also a template file note to assist in keeping records of conversations.

Checklist #1 How do you decide who to work with?

This checklist provides some of the questions that you may wish to ask to check that you are dealing with the most suitable company for your situation.

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/	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Is the ultimate shareholder of the company a foreign company or an individual residing outside Australia?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Do they have a publicly available annual report and plan?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 What is their business model and does it suit your long-term plans?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Longreach Solar Farm. Image Courtesy: James Walker

Initial discussions	Please tick ✓	Notes
---------------------	---------------	-------

- | | | | |
|----|---|--|--|
| 10 | Is the company mentioned in any news articles, industry magazines and other articles? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 11 | Do I understand the next steps in the process for this developer: The agreements, the stages and my role in any parts of the process? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 12 | Can I 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) | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

How do they operate?	Please tick ✓	Notes
----------------------	---------------	-------

- | | | | |
|----|---|--|--|
| 1 | Will you have a dedicated point of contact during the project? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 2 | Will they provide some funds to help with the legal and financial advice I need to get? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 3 | Do they follow community consultation best practice guidelines? <mentioned in this toolkit> | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 4 | Do they have a community benefit sharing model? <mentioned in this toolkit> | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5 | Have they explained the potential benefits and impacts of the development for yourself, your neighbours and the community? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Have they explained how the project development looks like and any potential timeframes? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 7 | Can they provide detailed designs of any similar projects they have completed?
Would they take you to similar sites to see the construction and operation phases and meet other landholders? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 9 | 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 10 | Do they have a complaints management process? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 11 | Do they have a record of a co-operative relationship with their workforce, workforce representatives and contracting partners? | <input type="checkbox"/> Yes <input type="checkbox"/> 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
<p>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:</p> <ul style="list-style-type: none"> • Successors, • business partners, • trustees, • mortgagees, • insurers, • resource interests, • easement holders. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>2 If you hold a lease under the Land Act, have you contacted the Department of Resources for information.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>3 Is professional advice on the legal, financial and tax issues required? Who will cover the costs of this advice?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>4 Do I have enough time and resources to get all my preparations done during the Initial Agreement period – and does it bind me to any future actions or activities that may limit my planning for the site?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>5 Does it include the Scope of the agreement, including what access is required, the activities to be conducted, by who and when?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>6 Have you checked for binding clauses – clauses that may require the landholder to enter into subsequent agreements and specifying the terms of such an agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>7 Have you received details on the fees payable to the landholder during the agreement including how and when they are paid?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>8 Are there any constraints on the land or landholder in the event of sale or transfer of the land including by inheritance? Is a potential buyer obliged to take on the agreement?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>9 What are the confidentiality provisions? Can I discuss the project with my family, business partners, legal and financial advisors, the Council and my neighbours?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>10 Can the developer transfer the agreement to another party without your consent?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>11 Are there other landholders within the footprint of the project? Can we meet and work together?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>12 Does it specify the term of the agreement? What are the exit or termination provisions? Is the end date clear? Am I able to decline any extensions or cease discussions on my terms?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Initial agreement	Please tick ✓	Notes
14 Is there a resource interest in the project? Do you have a Conduct and Compensation Agreement in place?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15 If your land is host to an oil & gas (or other resource) development, have you sought legal advice?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16 Are there provisions regarding documenting the existing condition of investigation areas and suitable make-good plans?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or is the landholder required to pay and then seek reimbursement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18 Have you agreed on suitable access protocols or requirements that the developer must comply with before and during access to the property (such as gate closures, biosecurity, notifications, no-go-areas).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19 Is there suitable Landholder protection from potential damage, claims and legal action.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20 Required insurances to be taken out by the parties to the agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21 Does the agreement have a cooling off period – how long do I have to change my mind?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
22 Do exclusivity arrangement end when the agreement ends?	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Western Downs Green Power Hub. Image Courtesy: Queensland Government

Checklist #3 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Can I incorporate any requirements or needs of my neighbours to manage impacts of the project such as run-off or use of chemicals?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Can my existing farm conditions be recognised and maintained in the development – such as for example organic certification or the need to reduce or have no input chemicals.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Have you received details on the fees payable during the agreement including how and when they are paid?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Are there any constraints on the landholder in the event of sale or transfer of the land?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Does the option to lease and lease (or option to purchase and purchase) require foreign investment approval from the FIRB?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 If you are hosting an oil & 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Can the developer company transfer the agreement to another party with or without your consent?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Have you agreed on any access protocols that the developer must comply with before and during access to the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Have you agreed on any potential insurances to be taken out by the parties to the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 Have you agreed on a dispute resolution mechanism?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14 Is everything you have decided in discussion confirmed in writing for inclusion in subsequent agreements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15 Have you considered a group negotiation approach and discussed on those aspects listed in the Group Negotiation section of Chapter 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16 Is it possible for the landholder to manage the aspects of the project for the developer, once operational?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Will the agreement still allow me to pursue other projects on my land such as Carbon Sequestration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Checklist #4 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Will you require an easement to access any other lot/land?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Does the agreement clarify what ongoing access to the landholder's 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Are there any condition precedent that need to be satisfied before the developer is allowed to execute the lease (or purchase contract)? FIRB approval, finance...	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Does the agreement include compliance of proposed project with relevant planning permit requirements and design standards and guidelines, including for decommissioning.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Are there Binding clauses – clauses in the agreement that may require the landholder to enter into a subsequent agreement and specifying the terms of that agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you agreed the method of calculating the fee amounts and fee increases over time?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Have you agreed the fees payable to the landholder during the development stage (pre-permit approval), financial close stage (post-permit approval), construction, operational and decommissioning stages, including commencement of payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 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's, your company)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Are there funding security provisions to protect the landholder 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Are there mechanisms to apply if the project's scope materially changes, particularly if the changes result in negative impacts for the landholder, such as a reduced number of wind turbines, solar arrays or transmission assets that lead to reduces revenues/ fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Option Agreements	Please tick ✓	Notes
14 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15 Have you agreed the Landowner's responsibilities in regard to residential tenants and/or property lessees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16 Have you agreed on any provisions that impact how the land may be sold or transferred by the landholder.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Have you understood and agreed on any restrictions of further development on your property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18 Are there provisions covering how the agreement or ownership of the project can be transferred to another company with or without landholder consent?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19 Have you agreed on the provisions in the event of subdivision of the property or granting of easements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20 Have you agreed on the term of the agreement, options for renewal of the agreement and the ability to terminate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21 Have you agreed on the required insurances and responsibility for taking out insurances and payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
22 Have you agreed on the Funding security provisions to protect the landholder in the event of 'tenant default'?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
23 Are there provisions to protect the landholder from potential damage, claims and legal action, related to the option agreement and any ongoing access activities governed under that agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24 Is there provision for payment or reimbursement of professional fees incurred by the landholder in relation to negotiating the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
25 What are the ongoing administrative requirements, such as: is the landholder to be the sole issuer of invoices to the developer to be paid the agreed fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
26 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
27 Have you agreed on a dispute resolution procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
28 Are there consequences of material breaches of the agreement and ability to remedy a breach?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Lease Agreement	Please tick ✓	Notes
Construction		
1 Pre-construction: Have you agreed what fees should be payable during preconstruction, which may last for many years? Landholders should also consider termination provisions in the event that the landholder wishes to exit the lease due to ongoing delays.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 What are the Fees payable to the landholder during the construction operation and decommissioning periods?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Do you have the internal road layout for the project and considered the potential impacts on farming operations? Have you agreed on a process and protocol for making changes to internal road layout during feasibility and construction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Is the location of other infrastructure (cabling, construction offices, substations, transmission lines etc.) agreed and clearly marked on plans? Have you agreed on a process and protocol for making changes to cabling and routes during feasibility and construction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Is there a process and protocol for any micro-siting of assets during construction, such as the final location for a wind turbine or solar array?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Have you agreed the access and the gate policy and other on-site procedures, such as biosecurity compliance requirements for contractors entering the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Have you agreed with the company on the use of additional land during construction and major maintenance activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you agreed on the responsibilities for maintenance of shared use infrastructure?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Have you agreed on the responsibilities for the removal of construction waste including timelines of removal?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Have you agreed on the access agreements required for accessing easements via a landholder's property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 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 replacement of soils over underground trenching for cabling?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Have you agreed on the Workplace Health and Safety responsibilities and obligations for the landholder during construction including required insurances?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 Are there provisions to ensure compliance with development permit conditions related to construction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14 Have you agreed on the provisions and process for handling disputes such as damage to landholder's property/equipment by contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Lease Agreement	Please tick ✓	Notes
Operations and maintenance		
1 Have you agreed on Workplace Health and Safety responsibilities during operations and maintenance activities, including required insurances? What will be the ongoing obligations on the landholder as a result of the new infrastructure on site?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 Does the agreement include suitable protocols around ongoing access requirements for operational and maintenance activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 Have you agreed on the responsibility for occupational health and safety plans and communications?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 Have you agreed on responsibility for developing and maintaining the emergency plan and communications?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Have you agreed on compliance with development permit conditions related to operations (e.g. noise emissions)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Have you agreed on the responsibility for fire and emergency plans and communications?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7 Have you considered any additional insurances that may be required to be taken out by (or for) neighbours to the project, such as increased public risk & liability insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8 Have you reviewed 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9 Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or is the landholder required to pay and then seek reimbursement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Have you agreed on the provisions for landholder to sub-let some or all of the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11 Have you agreed on any restrictions that may be placed on the use of the land by the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12 Have you agreed on the term of the lease agreement, options for renewal, extension of the term of the lease or termination provisions by either party?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Lease Agreement		Please tick ✓	Notes
Decommissioning			
1	Have you discussed an option or process to re-negotiate the terms of the lease to extend the project life prior to the decommissioning phase.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Have you agreed on Workplace Health and Safety responsibilities during plant decommissioning including required insurances?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Have you documented and agreed on the condition of the property to be restored as part of any decommissioning plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Have you agreed the scope of the decommissioning activities including compliance with the development permit requirements? For example, does it include removal of any solar farm piling structures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Do you have access to a decommissioning plan, including responsibilities of the parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Do you have access to the detailed, verified estimates of the likely decommissioning costs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Does the agreement include suitable provisions for decommissioning the site and responsibility for the decommissioning costs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Have you and the developer agreed whether there will be a decommissioning funding set aside and secured, such as bank guarantee, bond or trust fund.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Do you have the ability to audit funding security arrangements to ensure funding is in place and contributions meet the agreed requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Have you agreed on provisions for dealing with default by the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	



