

1 Purpose

The purpose of this policy is to define and establish a consistent framework for negotiating, implementing, and reviewing Community Benefit Agreements (CBAs) associated with renewable energy developments in the Toowoomba Region.

This policy ensures that CBAs:

- deliver tangible, equitable and enduring legacy outcomes for host and impacted communities;
- are informed by a robust Social Impact Assessment process (SIA) in line with the Planning Act (2016) and supporting State Government guidance materials;
- balance statutory impact mitigation and voluntary legacy contributions, with a clear separation between regulatory compliance and goodwill-based benefits;
- are proportionate to project scale, using a transparent \$/MW contribution formula benchmarked against industry standards and reviewed periodically;
- are aligned with Council's long-term strategic objectives, including whole of region economic participation, liveability, and intergenerational equity.

2 Scope and applications

This policy applies to all renewable energy projects located within the Toowoomba Regional Council (TRC) local government area that are subject to Queensland's statutory planning framework for Social Impact Assessment (SIA) and Community Benefit Agreements (CBA).

It covers:

- **Eligible Projects:** Wind, solar, pumped hydro and battery energy storage developments with an approved capacity of one (1) megawatt or more.
- **Applicability:** All CBAs associated with renewable energy projects must be prepared and negotiated in accordance with this policy prior to lodgement of a development application (DA).
- **Parties:** This policy applies to TRC, renewable energy proponents (developers), Council and community representatives engaged in the CBA process.
- **Council Authority:** The Chief Executive Officer (CEO) is authorised to negotiate, amend, and execute CBAs on behalf of TRC, consistent with this policy and relevant legislation. The CEO may delegate responsibilities to relevant executives or officers under TRC's delegation framework.
- **Integration:** This policy must be read in conjunction with the Planning Act 2016, TRC's Corporate Plan, Council's standard development assessment procedures, relevant community and regional strategies, Council's CBA Procedure and CBA Negotiation Framework. It will be requested by Council during assessment of downstream applications decided by the Queensland State Government that compliance with a CBA forms part of a reasonable and relevant condition of approval (should approval for the project be granted by the State).

3 Principles

Council is committed to ensuring that Community Benefit Agreements (CBAs) are fair, transparent, enduring, and accountable. Providing genuine benefits to communities that host and are impacted by the development of renewable energy projects.

The following principles guide the negotiation, execution, and administration of all CBAs:

- **Equity** – Benefits must be distributed fairly across host and impacted communities.

- **Transparency** – Negotiations, contributions, and reporting must be open and accessible.
- **Additionality** – CBA contributions must provide benefits above and beyond statutory obligations or approval conditions.
- **Local Nexus** – Each CBA must demonstrate a clear, evidence-based link between project impacts and host community benefits.
- **Flexibility** – Agreements must be responsive to changing community priorities and project lifecycles.
- **Public accountability** – Agreements must include clear governance, monitoring, and reporting mechanisms.
- **Legacy and Sustainability** - CBAs should create lasting social, economic, and environmental outcomes beyond the life of the project.

In addition, CBAs must align with the priorities in the Toowoomba Regional Council Corporate Plan 2024–2029, including:

- 2.8 The uniqueness of our townships and villages throughout the region is understood and valued.
- 3.1 Support for business through local procurement.

Council is also committed to upholding its obligations under the *Human Rights Act 2019* (Qld). Proper consideration will be given to the rights and freedoms protected under the Act when making decisions relevant to this policy, ensuring negotiated outcomes uphold dignity, fairness, and equality.

4 Policy Statement

4.1 Introduction

Renewable energy developments play a vital role in Queensland's transition to a cleaner, more resilient economy. The Toowoomba Region is well positioned to benefit from projects that support regional prosperity, environmental sustainability and social well-being. Council acknowledges that while these developments can generate substantial public benefit through investment, employment, and innovation, they can also create localised pressures on infrastructure, housing, services, and community cohesion. Community Benefit Agreements (CBAs) provide a transparent and equitable mechanism to ensure that the communities hosting these projects share directly in their long-term benefits to assist in mitigating some of the challenges these large-scale projects can bring.

This Policy establishes Council's framework for negotiating, administering and monitoring CBAs associated with renewable energy developments within the Toowoomba Region. Its objectives are to:

- Ensure meaningful, measurable and enduring benefits for communities affected by renewable energy developments, consistent with the *Planning Act 2016*.
- Promote fairness and equity by balancing benefits between host localities and the wider Toowoomba Region, informed by Social Impact Assessments (SIAs) and community priorities.
- Embed transparency and accountability in how community benefit funds are negotiated, held, allocated and reported.
- Align CBA outcomes with Council's strategic goals for economic development, liveability, sustainability and social inclusion, as articulated in the Toowoomba Regional Council Corporate Plan and relevant regional strategies.
- Strengthen collaboration and trust between Council, industry proponents, First Nations peoples and local communities to achieve shared, long-term legacy outcomes.

Council is committed to:

- Upholding the integrity of the planning system while enabling proactive, good-faith engagement with proponents and communities.
- Ensuring all CBAs are negotiated on the basis of robust social impact evidence, community input, and sound governance.
- Using CBAs as a strategic tool to deliver lasting community legacies—such as improved social infrastructure, local jobs and skills, environmental stewardship, and regional capacity building.

4.2 Authority

1. The Chief Executive Officer (CEO) is authorised to negotiate, amend and execute CBAs on Council's behalf, provided the agreement is consistent with this Policy and relevant legislation.
2. The CEO may delegate responsibilities to appropriate officers under Council's approved delegation framework, ensuring negotiations are conducted with probity, transparency and accountability.
3. Council retains strategic oversight of all CBAs to ensure alignment with legislative requirements, Council policies and the long-term interests of the Toowoomba Region.

4.3 Public Benefit

Toowoomba Regional Council will only enter into a Community Benefit Agreement (CBA) where it is satisfied that the agreement delivers a demonstrable public benefit consistent with legislative intent, community expectations and Council's strategic objectives.

4.3.1 Public Benefit Assessment

The Public Benefit Assessment ensures that all negotiated benefits—whether monetary or in-kind—represent a clear, measurable and equitable return to the community for hosting renewable energy developments. The process confirms that the social, economic and environmental advantages of the project outweigh any residual impacts identified through the Social Impact Assessment (SIA) and Social Impact Management Plan (SIMP).

4.3.2 Assessment Criteria

A CBA will be deemed to deliver a public benefit where the following criteria are met:

1. Social
 - Mitigates or offsets adverse social impacts identified through the SIA.
 - Improves community wellbeing, inclusion and cohesion.
 - Enhances access to essential services, facilities or opportunities for participation.
2. Economic
 - Provides tangible local and regional economic benefits such as jobs, training or business participation.
 - Supports diversification, innovation or resilience within the regional economy.
 - Demonstrates value for money and potential leverage with other funding sources.
3. Environmental
 - Contributes to environmental restoration, sustainability or climate resilience outcomes.
 - Goes beyond environmental compliance by actively protecting and enhancing local ecosystems.

- Supports initiatives aligned with State and Council environmental objectives.

4. Governance and Transparency

- Allocation of funds raised through the CBA are determined through accountable and transparent processes.
- Delivery responsibilities and reporting mechanisms are clearly defined.
- Community stakeholders have visibility of decisions and outcomes.

4.3.3 Public Benefit Test

Before approving any CBA, Council (or its delegate) should apply a Public Benefit Test to confirm that:

1. The proposed benefits have a clear nexus with the project and affected communities.
2. Expenditure aligns with the assessment criteria above.
3. Benefits do not duplicate or substitute existing government or private obligations.
4. The outcomes are proportionate to the project's scale, impact and duration.
5. Reporting arrangements enable transparent verification of benefit delivery.

Where a proposed CBA fails to meet the Public Benefit Test, Council or its delegate may direct that it be renegotiated or declined until sufficient evidence of public value is demonstrated.

4.4 Funding and Contributions

CBAs will comprise two complementary components:

- Schedule 1 – Mandatory Mitigation: project-specific, trigger-based actions addressing immediate impacts experienced by host communities.
- Schedule 2 – Legacy Benefits: monetary contributions to projects that deliver lasting social, economic and environmental outcomes for host communities.

4.4.1 Rationale for Separate Schedules

Mandatory Mitigation actions (Schedule 1) address direct, measurable impacts identified through the SIA and are typically mandatory, time-bound, and tied to planning or environmental approvals. Legacy Benefits contributions (Schedule 2) are voluntary, strategic investments that extend beyond statutory obligations to create long-term community value.

Separating these schedules provides:

- Regulatory clarity – mitigation measures remain distinct from discretionary benefit initiatives, preventing confusion between development conditions and goodwill contributions;
- Transparency and trust – communities can see which commitments respond to impacts and which create wider legacy outcomes; and
- Financial accountability – separate tracking and reporting ensures community-benefit funds are not used to satisfy developers' statutory obligations.

4.4.2 Schedule 1 – Mandatory Mitigation

4.4.2.1 Purpose

Schedule 1 establishes Council's expectations for how renewable-energy proponents will address, avoid and mitigate the direct social, environmental and infrastructure impacts identified through a project's Social Impact Assessment (SIA) and Social Impact Management Plan (SIMP). These measures ensure that communities are not left worse off as a result of hosting a development and that the cost of managing project-generated impacts is borne by the proponent, not the community.

4.4.2.2 *Scope*

Mandatory mitigation covers actions and investments directly linked to construction, operation, and decommissioning activities that create identifiable impacts on people, property, services or the environment within the Toowoomba Region. It includes temporary and cumulative effects associated with clustered or sequential projects. Schedule 1 measures are mandatory where impacts are identified through an SIA and must be completed before or concurrent with the relevant project stage that gives rise to the impact.

4.4.2.3 *Categories of Mitigation*

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

1. Infrastructure and Transport – Upgrades, maintenance or safety improvements to local roads and intersections affected by construction traffic; repair of damage arising from heavy-vehicle haulage; traffic-management or road-safety programs.
2. Housing and Accommodation – Measures to reduce short-term housing pressure, such as worker accommodation management plans, temporary accommodation facilities, or housing partnership contributions.
3. Community Services and Safety – Resourcing of emergency-response capacity, waste-management, health or policing services directly affected by the project workforce.
4. Environmental Protection and Amenity – Dust, noise or light mitigation; revegetation; erosion control; landscape screening; rehabilitation of disturbed land.
5. Local Business and Workforce Impacts – Support programs that address disruption to existing local business operations, access, or labour availability during peak construction.

Mitigation measures must be specific, time-bound and evidence-based, with clear performance indicators agreed through the CBA negotiation process.

4.4.2.4 *Key Principles*

The following Key Principles will apply to Schedule 1:

1. Causation – Only impacts directly caused or intensified by the project are captured under Schedule 1.
2. Proportionality – Mitigation responses must be commensurate with the scale and severity of the identified impact.
3. Additionality – Mitigation cannot be substituted by Schedule 2 funding stream.
4. Timeliness – Delivery must coincide with, or precede, the onset of the impact.
5. Verification – All mitigation outcomes are to be verified and documented prior to project completion or transition to operations.

4.4.2.5 *Funding and Delivery*

1. Schedule 1 costs are entirely the responsibility of the proponent and are separate from any Schedule 2 contributions.
2. Funding may be delivered through direct works, third-party contracts, or in-kind provision of equivalent value agreed by Council.
3. Where mitigation works involve Council-owned assets, designs and specifications must be endorsed by Council prior to implementation, and assets must be handed over in a compliant condition at no cost to Council.
4. Mitigation obligations will generally be formalised as conditions of development approval or through a separate deed incorporated into the CBA.

4.4.2.6 Governance and Accountability

1. Proponents must prepare a Mandatory Mitigation Plan outlining commitments, delivery timeframes, budgets, and responsible parties.
2. Council will monitor delivery against this plan through milestone reporting and site verification.
3. Any proposed variation or delay must be approved by Council, supported by evidence that community risk will not increase as a result.
4. Non-compliance may trigger enforcement under the relevant planning approval or under the CBA dispute-resolution provisions.

4.4.3 Schedule 2 – Legacy Benefits

4.4.3.1 Purpose

Schedule 2 sets out how Community Benefit Agreement (CBA) contributions will be directed by Council to enduring legacy projects that deliver long-term public benefit to the Toowoomba Region. These investments are intended to strengthen community resilience, liveability and opportunity well beyond the operational life of the renewable energy project.

4.4.3.2 Scope

Schedule 2 applies to all monetary contributions made under a CBA to a Council-managed Community Benefit Fund (CBF) or equivalent structure. Funds are to be invested by Council primarily in strategic, place-based legacy initiatives.

Contributions may be targeted to host and neighbouring communities or pooled regionally where combined investment delivers stronger outcomes.

4.4.3.3 Funding and Delivery

All Schedule 2 contributions are paid by the proponent into the Council-managed Community Benefit Fund (CBF). TRC is responsible for managing, allocating, and acquitting these funds in accordance with the approved Community Benefit Agreement (CBA) and relevant program rules.

1. Minimum base contributions for Schedule 2 are set under Council's **CBA Funding Formula** – see below.

Development Type	Base Rate (per MW or MWh / annum)	Indexation
Solar PV	\$850 per MW	All projects: ABS Road & Bridge Construction Price Index (QLD) + EIA where generation capacity is above 500MW.
Wind	\$1,050 per MW	As above
Battery Energy Storage System (BESS)	\$150 per MWh	As above
Hydro	\$850 per MW	As above

2. Contributions are indexed annually to ABS Road & Bridge Construction Price Index (QLD) + Energy Index Adjustment (EIA).
3. Payments would typically be paid quarterly but could be milestone-based or lump-sum by negotiation.

4. Funds are held by Council in the Community Benefit Fund (CBF) and allocated in accordance with the Community Benefit Agreement.
5. All projects must demonstrate a clear nexus to the project's social, economic or environmental impact area.
6. Schedule 2 monetary contributions:
 - a. Commence accruing from the date of Operational Works Approval (or equivalent project approval date as agreed).
 - b. Become payable from commencement of site works.
 - c. Continue quarterly (or annually) throughout the operational phase.
 - d. Cease upon project decommissioning or the agreed Project End Date.
7. If contributions are made during the pre-construction phase they will be focussed on accelerating host community benefits.
8. Rates are indexed annually (0% floor, 6% ceiling) and rebased every three years or at major project milestones.
9. An additional 5% operating contribution is added annually to recover Council's CBA administration and audit costs.
10. Discretionary Adjustment (EIA): In addition to the Road & Bridge Index, Council may apply an Energy Index Adjustment (EIA) where project scale exceeds 500 MW.
11. Council may pool funds where multiple projects affect the same host community, provided transparency and proportionality are maintained.
12. All Pool funding will be disclosed in annual CBA Report.

4.4.3.4 Governance and Accountability

TRC retains full oversight and financial control of all Schedule 2 (Legacy Benefit) allocations. All funds are held in trust for the benefit of the host community and must be spent within or demonstrably benefiting the defined Local Benefit Area (LBA) associated with each project.

TRC will ensure that Schedule 2 funds are:

- Administered exclusively for legacy and community benefit purposes identified through the CBA process;
- Ring-fenced and accounted for separately from Council's general revenue;
- Allocated, approved and acquitted under TRC's financial delegations and probity requirements; and
- Reported annually through the Community Benefit Fund Statement and Annual CBA Report.

Decisions on individual projects will be guided by local priorities, community feedback, and alignment with Schedule 2 objectives. Funds cannot be redirected to unrelated Council projects outside the LBA.

All final approvals and financial management responsibilities rest with Toowoomba Regional Council, ensuring transparency, accountability and delivery in the best interests of the host community.

4.5 Fees and Charges

Council will recover its reasonable costs associated with the assessment, negotiation, execution, monitoring, variation, and audit of Community Benefit Agreements through fees and charges adopted annually in Council's Fees and Charges Register.

These costs may include, but are not limited to:

- participation in Social Impact Assessment processes
- independent review of draft or amended CBAs
- legal, probity, and financial due-diligence services
- program administration and reporting functions.

Fees are payable by the proponent prior to execution of a CBA and are separate from any community benefit contributions made under this Policy.

4.6 Monitoring, Reporting and Continuous Improvement

Each CBA must include quantifiable Key Performance Indicators (KPIs) linked to SIA findings, with baselines, targets, and reporting frequency.

Council will monitor:

- mitigation progress against SIA-identified impacts
- alignment of funded initiatives with Council's strategic priorities
- transparency of reporting and community satisfaction
- evidence of long-term legacy outcomes (infrastructure, services, workforce capacity).

Performance results will inform policy review and continuous improvement.

4.7 Dispute Resolution

In the event of disagreement between parties to a Community Benefit Agreement, Council encourages early, respectful resolution to maintain trust and continuity in project delivery.

1. Good Faith Negotiation – Parties will first seek to resolve disputes through direct negotiation, acting in good faith and with transparency.
2. Independent Mediation – If unresolved, matters may be referred to mediation facilitated by an independent mediator agreed upon by all parties.
3. Arbitration or Legal Recourse – Should mediation fail, disputes may be referred to arbitration or determined under Queensland law, consistent with the terms of the agreement.

4.8 Review

1. This Policy will be reviewed every three (3) years, or earlier if required due to legislative or procedural changes.
2. Reviews will incorporate lessons from monitoring CBA progress and emerging best practice.
3. Council will seek input from communities, proponents, and regional stakeholders as part of each review cycle.
4. Continuous improvement will be pursued to ensure CBAs remain effective, fair, and strategically aligned with regional needs.

5 Responsibilities/accountabilities

Entity / Person	Responsibilities / Accountabilities
Proponents	<ul style="list-style-type: none"> • Undertake Social Impact Assessments consistent with legislative and Council requirements. • Negotiate CBAs in good faith with TRC and affected communities, ensuring commitments are proportionate, transparent, and measurable. • Provide timely payments, reporting, and compliance documentation as per negotiated agreements.
TRC Councillors	<ul style="list-style-type: none"> • Represent the interests of their communities while upholding the guiding principles of this policy. • Maintain probity and avoid conflicts of interest in all CBA-related matters. • Ensure that negotiated outcomes are equitable, transparent, and regionally aligned.
TRC Chief Executive Officer	<ul style="list-style-type: none"> • Accountable for ensuring the implementation of this policy across relevant Council functions.
TRC CBA Program Manager	<ul style="list-style-type: none"> • Coordinates monitoring, fund management, reporting, and community engagement.
TRC Economic Development Branch	<ul style="list-style-type: none"> • Administer CBA funds, manage reporting, and ensure probity and compliance with legislation. • Liaises with Community Benefit Liaison Group
TRC Community Development Officers	<ul style="list-style-type: none"> • Facilitate meaningful consultation processes with host and impacted communities, ensuring inclusive and accessible engagement
TRC Finance Branch	<ul style="list-style-type: none"> • Oversees governance of financial contributions, fund management, and compliance with reporting requirements.
Community Benefit Liaison Group (CBLG)	<ul style="list-style-type: none"> • Established by TRC as a time-limited forum within the Local Benefit Area (LBA). • Provides insight on local priorities, legacy initiatives, and delivery performance of CBAs. • Facilitates transparent communication between TRC, proponents, and community stakeholders. • Operates under TRC-approved Terms of Reference and is chaired by a Council officer. • Functions solely in a liaison capacity — holds no decision-making authority. • Reviewed annually and may be renewed, merged, or dissolved once construction stabilises or engagement objectives are achieved.

6 Relevant laws

Local Government Act 2009 (Qld) – including local government principles and decision-making obligations

Planning Act 2016 (Qld) – development assessment framework (as amended)

Planning (Social Impact and Community Benefit) and Other Legislation Amendment Act 2025 (Qld) – Act No. 14 of 2025; relevant provisions commenced 18 July 2025

Planning Regulation 2017 (Qld) – as amended (including prescriptions for SIA/CBA and impact assessment requirements)

State Planning Policy and State Planning Instruments, as applicable

Human Rights Act 2019 (Qld)

Local Government Regulation 2012

Statutory Bodies Financial Arrangements Act 1982

Statutory Bodies Financial Arrangements Regulation 2007

7 Related policies/documents

Members of the public can access Council policies on Council's website. If a policy listed below does not appear on the website please contact 131 872 or email info@tr.qld.gov.au to request a copy. Staff may access policies via the [Policy Register and Review Schedule](#).

Council policies

2.58 Community Engagement Policy

Council Other documents

Community Benefits Agreement Procedure

TRC CBA Negotiation Framework

TRC Fees & Charges Register

[Corporate Plan 2024 - 2029](#)

Other documents

Development Assessment Rules (Queensland)

State Social Impact Assessment Guidance

8 Related forms

Refer to Council's Community Benefit Agreements (CBA) Procedure and CBA Negotiation Framework.

9 Definitions

Term	Definition
CORE TERMS	
Community Benefit Agreement (CBA)	A legally binding agreement between the proponent and Council that details contributions and commitments to deliver community benefits proportionate to a project's scale and impacts.
Social Impact Assessment (SIA)	A process and related report that identifies, analyses and proposes mitigation/benefit measures for a project's social impacts in accordance with State guidelines. The action outcome of a SIA is a Social Impact Management Plan (SIMP).
Social Impact Management Plan (SIMP)	A statutory management tool that translates the findings of a Social Impact Assessment (SIA) into clear, measurable, and enforceable commitments.
Proponent	The developer, operator, or owner of a large-scale energy generation and storage infrastructure development. This includes any company or entity seeking development approval for such development.
FUNDING SCHEDULES	
Schedule 1 – Mandatory Mitigation	Funding stream for rapid, trigger-based actions that address near-term, measurable project impacts, activated when agreed indicators breach On/Off bands. Actions are pre-authorized via response menus and ring-fenced to impacted host communities.
Schedule 2 – Legacy Benefits	Funding stream for multi-year projects/programs that build long-term local benefits (jobs, skills, services, place). Items must show a clear nexus to impacts; regional delivery requires a Local Benefit Statement (LBS). Funds are ring-fenced to impacted host communities.
ADMINISTRATIVE TERMS	
ABS Road & Bridge Construction Price Index (QLD)	An output price index published by the Australian Bureau of Statistics (ABS) that measures the change in the price of road and bridge construction services as they leave the producer
Energy Index Adjustment (EIA)	An optional Council-resolved indexation mechanism applied in addition to ABS Road & Bridge Construction Price Index
CBA Program Manager	The CBA Program Manager is the Council officer or delegate responsible for coordinating the administration of Community Benefit Agreements (CBAs) under this Policy.
CBLG – Community Benefit Liaison Group	A temporary, Council-established consultative forum that provides local insight and feedback to assist Toowoomba Regional Council (TRC) in delivering the objectives of Community Benefit Agreements (CBAs). The CBLG is not a

Term	Definition
	decision-making or representative body and has no delegated authority.

10 Policy details

Policy category:	Council Policy	Policy version number¹:	1.00
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11 Revision history

Policy version	Approval date	DM Reference
1.00	18 November 2025	12436498v4

¹ Printed copies are uncontrolled. It is the user's responsibility to ensure that any copies of policy documents are the current issue. Any delegations should be verified via the relevant Delegation Register as it takes precedence if there is a conflict. The Chief Executive Officer will, if necessary, be the sole arbiter in resolving any issues of conflict