Department of
Energy and Economic Diversification

GOVERNMENT OF WESTERN AUSTRALIA

PoweringWA

Hosting a Wind Farm on Your Land: Benefits and Considerations

A Resource for Landowners Considering Wind Farm Projects

Learn More

Scan the QR code, or contact:
PoweringWA@deed.wa.gov.au

www.wa.gov.au/PoweringWA

PoweringWA

Acknowledgement of Country

The Government of Western Australia acknowledges the Traditional Custodians throughout Western Australia and their continuing connection to the land, waters and community. We pay our respects to all members of the Aboriginal and Torres Strait Islander communities and their cultures, and to Elders past and present.

Contents

Introduction

Western Australia (WA) is undergoing one of the largest energy transitions in our history, moving toward reliable, affordable, and more sustainable sources of power like solar and wind. This transition is delivering a cleaner energy future for all Western Australians, while also powering our prosperity, creating jobs and opportunity, and supporting homegrown industries.

As landowners, and as part of our State's vital regional and agricultural communities, you can play an important part in WA's energy transition – benefiting you and your business, as well as our State more broadly. We encourage you to consider these new opportunities to help create more prosperous lives in regional WA.

This resource is designed to help landowners across WA make informed decisions when considering hosting wind turbines on their private, freehold land, or when they are a neighbour to a proposed wind farm.

The information featured can be used as a general guide when navigating the development process with wind farm developers. It includes common questions and things to ask, alongside information about your rights as a landowner based on the relevant legislation at the time of publishing.

The information contained in this publication is taken from various sources, which have not been independently checked. You are encouraged to consult these sources directly using the references provided and to make sure that the information is relevant to your own individual circumstances, which may be different to those described.

In addition to the information in this document and contained in the referenced sources, it is highly encouraged that you seek your own independent legal, financial, taxation and commercial advice from reputable firms who are appropriately qualified and experienced in complex commercial matters, to ensure advice relevant to your circumstances. Further information on these matters and relevant resources to contact can be found in the Authority Contact List at the end of this document.

In the future, we will continue to update this document and develop additional resources to help support landowners to navigate and benefit from the energy transition.

As a landowner you can decide whether or not you wish to talk to any developer and / or enter into any agreement about your land. There is absolutely no obligation to do so. Any agreement you may choose to sign will affect your rights and obligations so it is very important that you have all the information and independent professional advice that you need to make properly informed decisions.

If you have questions, concerns, or need help to find more information, please email our PoweringWA Community Support team at **PoweringWAsupport@deed.wa.gov.au**

Why is the Energy Transition Happening?

We all know that WA is a great place to live, study, work, and do business.

Our population is growing as more people come to call WA home. Some of our most important industries, including the mining and mineral processing operations that underpin our State's prosperity, continue to grow and expand. New sectors, including advanced manufacturing, green exports, and clean energy projects, are diversifying our economy and helping WA become a renewable energy powerhouse.

At the same time, rising temperatures and extreme weather events are placing more pressure on our electricity systems, as households and businesses increasingly use appliances such as air conditioners and fans to stay cool.

These factors are driving a rapid increase in demand for electricity on our State's main electricity grid, the South West Interconnected System (SWIS). Modelling in the *SWIS Demand Assessment*[1] suggests we will need around 5 times the amount of electricity currently used on the SWIS within 20 years. In 2024, the Australian Energy Market Operator anticipated that peak demand in the SWIS would grow by an average of 3.7 per cent each year.

In addition to meeting rising energy demand and growing our economy, the State Government is committed to helping reduce the effects of climate change and has set a target of net zero emissions by 2050. We know we must do our part to cut emissions and safeguard our State's unique natural environments.

Because of this, we must make sure we meet this rising demand for electricity with low emissions energy from sources like wind and solar.

That is why we have made significant commitments to modernising the SWIS and reducing our State's emissions. This includes the State Government's commitment to phasing out all Government-owned coal-fired power stations by 2030 - a significant step toward a sustainable energy future for WA.

Decarbonisation is not the only driver behind this decision – it is also motivated by the need to make sure energy is affordable for our homes and businesses. With more households using solar energy, coal plants are now switched on and off more often, putting extra stress on old infrastructure and driving up maintenance costs. At the same time, WA's coal supply is becoming harder and more expensive to source. Coal is no longer reliable or affordable in WA.

This means that, with our current State-owned coal power stations reaching end of life, we have a great opportunity to move to more sustainable generation sources. Modelling commissioned by the State Government has demonstrated that the most affordable, reliable and sustainable new electricity generation for the WA's main electricity grid is a combination of wind and solar, backed by energy storage and gas-fired generation. The modelling behind the *2023-24 GenCost Report* by the CSIRO[2] (Australia's national science agency) also identified large-scale wind as one of the most cost-effective means of generating electricity. This means wind energy will have an important role to play in delivering a better energy future for our State.

In summary:

- WA's energy needs are growing exponentially right across the State;
- Our current systems are not the best way to meet this growing demand; and
- There is an opportunity to build a better and more sustainable energy future for WA – while keeping our energy affordable and reliable.

That is why the plan to upgrade, decarbonise and future-proof our energy system is already well underway, as demand for renewable energy continues to increase around the State.

[1] Government of Western Australia 2025, SWIS Demand Assessment, Energy Policy WA, https://www.wa.gov.au/government/document-collections/swis-demand-assessment

[2] CSIRO 2024, 2023-24 GenCost Report, Commonwealth Scientific and Industrial Research Organisation, https://www.csiro.au/en/news/all/news/2024/may/csiro-releases-2023-24-gencost-report

Our Energy Systems

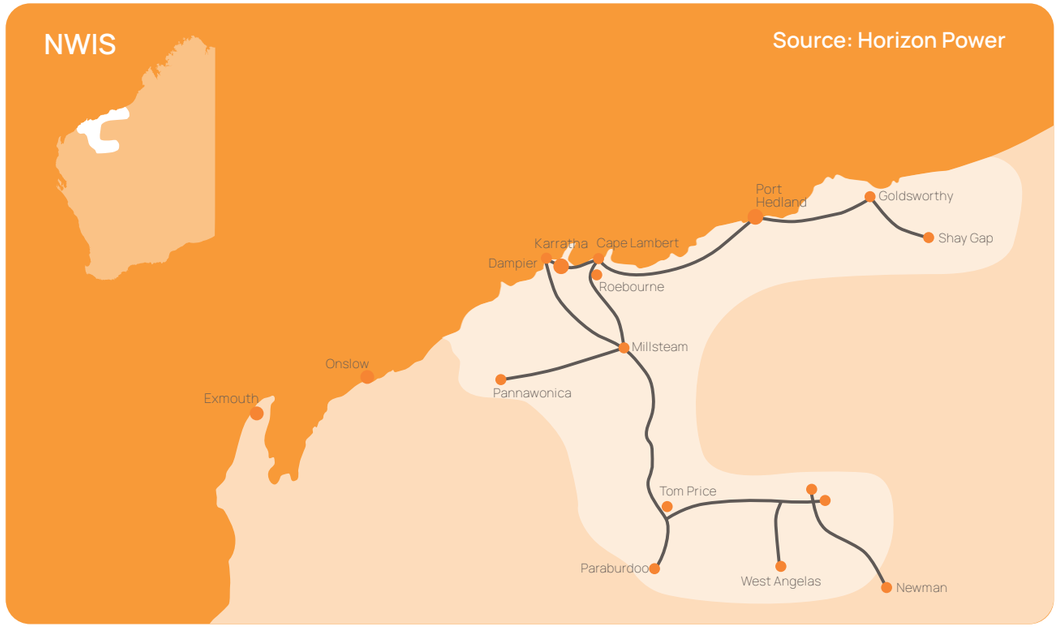
WA is unique – and so are our energy systems. In addition to over 150 small off-grid systems, WA has two major electricity networks, both of which are extremely geographically isolated.

The South West Interconnected System

One of the most isolated large electricity grids in the world, the SWIS runs from Kalbarri to Albany in the south, and Kalgoorlie in the east. The SWIS also covers the whole metropolitan Perth, servicing over 1.1 million customers.

The North West Interconnected System

Located in the Pilbara region in north WA, the North West Interconnected System (NWIS) connects major towns and industrial areas including Port Hedland, Karratha, and Newman. It supplies electricity to key mining, processing, and export operations, as well as some local communities. Unlike the SWIS, the NWIS is not truly interconnected, comprising several loosely connected networks owned and operated by different parties rather than a single, centrally managed system.



Why is the Energy Transition Happening in My Community?

If a wind farm is being built in your community or a developer has approached you to enquire about building turbines on your land, it is because you live in an area where there are high-quality wind resources, capable of generating clean energy at scale throughout the year. Your land may also possess an abundance of cleared space, which developers will prioritise when considering locations for projects, as it will likely mean less impact on the natural environment, or be close to existing or planned transmission lines, which makes it easier for a potential project to connect to the grid.

In WA, wind is one of the lowest-cost and most environmentally sustainable electricity generation sources available. However, wind farms are what is known as intermittent sources of energy generation. This is because they stop and start generating electricity at various times of the day and will not always be continuously available because of factors like weather conditions and wind speed. This means wind farms must be built across a range of geographic locations so we can maximise the amount of energy they contribute to our energy systems.

This means many areas across our State are suitable for wind farms.

Components of a Wind Farm Project

The image in Figure 1 provides a detailed overview of a wind farm project, illustrating its key components and infrastructure.

While there can be varying types of wind farm projects, most will include wind turbines and their associated parts (blades, hub, nacelle, tower, and foundation), access tracks, a meteorological mast for weather monitoring, cables for internal power transmission, and administration and maintenance buildings.

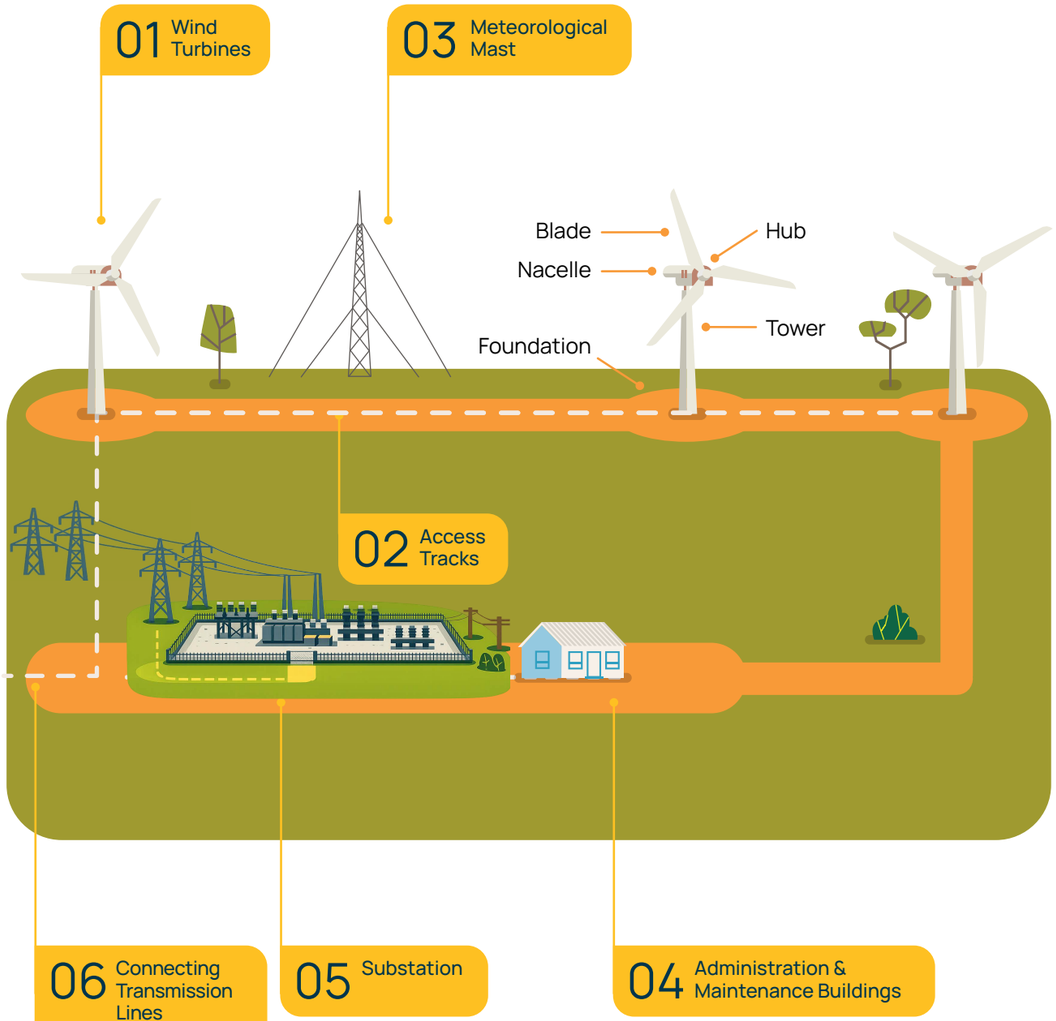
How energy moves from a wind farm

Transmission refers to the energy infrastructure that moves large amounts of energy from one place to another. It works in a similar way to WA's network of highways and roads, taking power and transferring it via towers and wires to homes and businesses.

In the case of most wind farms, a connecting transmission line links the project to a substation, which then 'steps up' energy by raising its voltage so it can move through the broader transmission grid. Energy is then moved through the grid to another substation nearer to where it will be used. This substation 'steps down' the energy, lowering the voltage so it can be transferred into the distribution system and transported to our homes and businesses.

The network operator – usually either Western Power or Horizon Power, depending on the location, but this may also be a private operator in some instances - operates electricity substations, along with the poles and wires that connect a renewable energy project to the grid. The wind farm developer is usually responsible for planning and progressing construction of the connecting transmission line that links the wind farm to the substation and broader grid. The network operator will be responsible for any transmission or connecting lines that are common-use infrastructure.

Figure 1: Component Diagram



Wind Farm Project Lifecycle

While every wind farm project follows its own timeline and consultation process, most landowners can expect development to occur in several broad stages.

These include identification, investigation, approvals, and construction stages. The duration of each individual stage can vary significantly, but together they generally span a total period of around five to ten years.

1. **Site Identification and Landholder Agreement** (1-2 years)
2. **Site Investigation and Studies** (1-2 years)
3. **Project Approvals** (1-2 years)
4. **Construction** (2-3 years)
5. **Operation and Decommissioning** (20+ years)

A developer looking to start work on a wind farm project will begin by looking for a suitable location that has a favourable wind resource and land availability. Developers may also consider a potential site's proximity to the transmission grid. As part of this initial identification and project scoping work, the developer may contact you as the landowner to discuss the possibility of hosting a wind monitor on your property.

As the landowner, you can decide when and if you would like to grant access to the developer at each stage of the process (See *Landowner Rights* on page 22). You may also be contacted by multiple developers simultaneously.

Subject to your approval and confirmation of a suitable wind resource, the developer will carry out flora, fauna, and heritage surveys to identify any areas that should be avoided due to potential impacts. The developer will also commence discussions with the local government, relevant State Government agencies, Native Title holders and/or local Aboriginal groups regarding the project, community benefits and other ways for the project to deliver meaningful benefits to the local community.

Not all prospective projects will progress, as viability assessments may identify potential issues, including land that is not fit for purpose. Locations that are potentially viable will need additional project approvals, such as development, environment and network connection agreements, as well as market readiness assessments if the developer is seeking to sell the energy it generates in the Wholesale Electricity Market.

A developer may decide to change or terminate the project based on numerous factors throughout the project lifecycle. A Landowner Agreement is an important document which, if you decide to sign it, gives rights to the developer and also imposes obligations on you. When considering any proposed Landowner Agreement you should make sure you completely understand and are comfortable with all of its terms. You do not have to accept what the developer proposes and can ask for and negotiate different terms that you would prefer to see. If you are not sure or do not understand something or do not have all of the information you need, it is very important to obtain legal, financial and other advice from qualified professionals (see *Contacts and Resources* on page 52).

Pathway for wind project development

This section references typical agreements that may be entered into between a landowner and developer, and regulatory approvals that may be required. Agreements may be called by different names and the rights and obligations will depend on what the landowner and developer actually negotiate and agree to. The specific approvals required will depend on the specific development that is proposed for your land.

1. Site identification and initial Landowner Access Agreement (1-2 years)

A potential site is identified, and landowners are contacted to determine their interest in hosting a wind farm project. Once initial Access Agreements are in place (usually a Licence or Access Agreement – see *Considerations for Landowners Before Entering Into Commercial Agreements* on page 23), the viability of the site can begin to be investigated.

2. Site investigation and studies (1-2 years)

The project developer undertakes relevant feasibility studies and an indicative placement of wind farm infrastructure (turbines, cabling and access roads) is agreed with the landowner. The developer will also plan for the movement of turbines from the port to the site.

These feasibility studies could include:

i. Wind resource availability;

ii. Environmental assessments;

iii. Indicative placement of wind farm infrastructure (turbines, cabling and access roads) in collaboration with the landowner;

iv. Planning for the movement of turbines from their place of origin (usually a port) to the site;

v. The logistics of the site, including bushfire-prone areas and vehicle access for emergency services;

vi. Heritage surveys, including potential engagement with local Traditional Owner groups; and

vii. Possible engagement with the broader local community to educate around the potential benefits from the project.

In most cases, the developer will be responsible for undertaking all these activities, but the landowner should always be aware of what is being taken into consideration at each stage.

As the landowner, you should also be made aware of what impact or disturbance these feasibility studies and assessments could have on your land or any agricultural activities. You can find more information in *Landowner Rights* on page 22.

Did you know?

An initial Landowner Access Agreement is an agreement entered into exclusively with a particular developer, for them to determine feasibility of the site for a renewable energy project. This is not an agreement to host renewable energy infrastructure, and existing land use can continue throughout this stage.

It is important to remember that a developer can change the scope or even terminate a project at any time. Landowners should be aware of this and protect themselves and their interests through the terms of any agreements negotiated with a developer. As the landowner, you can decide when and if you would like to grant access to the developer at each stage of the process.

For guidance and considerations on this, refer to the *Considerations for Landowners Before Entering Into Commercial Agreements* on page 23.

3. Project approvals (1-2 years)

The project developer seeks agreements from the relevant network operator, conducts a public consultation process, and seeks agreement/approvals from the State Government and/or the relevant local government. It is important to note that approvals often do not occur in a linear or consecutive order. It is common for a developer to simultaneously engage in multiple different approvals processes over this period.

Approvals involved in this stage include:

- **Development application approval:** (Western Australian Planning Commission, Development Assessment Panel or the local government)
    - Leases of land with a term exceeding 20 years (including further options) require additional approval from the Western Australia Planning Commission; and
    - Landowners hosting the wind turbines need to consent to a development application being made and are required to be a signatory on the development application form.
- The review and approval processes are guided by the Western Australian Planning Commission's Planning Position Statement for Renewable energy facilities, which aims to facilitate appropriate development while minimising any potential negative impact. This includes consideration for community consultation, as well as consideration of environmental, fire, visual, landscape, noise, ground and aerial safety and construction impacts.[3]
- **Environmental approvals:** Environmental approvals will usually take place at the State level with the Department of Water and Environmental Regulations and/or the Environmental Protection Authority. If the project is seen to significantly impact matters of national environmental significance (under the *Environment Protection and Biodiversity Conservation Act 1999*)[4], approval at the Commonwealth level may be required.
- **Heritage approvals:**
  In WA, heritage approvals are handled under different legislative frameworks. Indigenous heritage is handled under the *Aboriginal Heritage Act 1972* [5], required for activities that may impact or harm Aboriginal heritage sites. European heritage is handled under the *Heritage Act 2018* [6], required for activities that may impact the conservation, use, development, and adaptive reuse of heritage places.
- **Transmission connection agreement:**
  This is only required if the developers intends to connect to a relevant network operator, such as Western Power or Horizon Power. It does not apply to projects that generate electricity exclusively 'behind the meter' - that is, those not connecting to a grid.
- **Approval to participate in the energy market:**
  This only applies to wind projects in the SWIS that are seeking to participate in the Wholesale Electricity Market.
- **Generation licence issued:**
  This approval is required for projects with a generation capacity over 100 megawatts (MW) and is issued through the Economic Regulation Authority.

Approvals in this phase often do not occur in a linear order. This means that an initial development application approval is not a guarantee that a particular project will go ahead.

---

[3] Government of Western Australia. Department of Planning, Lands and Heritage 2021, Planning Position Statement – Renewable energy facilities, https://www.wa.gov.au/government/publications/planning-position-statement-renewable-energy-facilities

[4] Australian Government. Department of Climate Change, Energy, the Environment and Water 2025, What's protected under the EPBC Act, https://www.dcceew.gov.au/environment/epbc/our-role/what-is-protected

[5] Government of Western Australia. Department of Planning, Lands and Heritage 1972, Aboriginal Heritage Act 1972, https://www.wa.gov.au/organisation/department-of-planning-lands-and-heritage/aboriginal-heritage-act-1972

[6] Government of Western Australia. 2025, Heritage legislation, policies and guidelines, https://www.wa.gov.au/government/document-collections/heritage-legislation-policies-and-guidelines

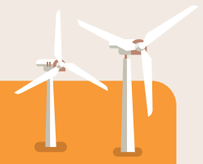
4. Construction (2-3 years)

Project construction can only commence once all relevant approvals and agreements are received and the landowner agrees to a Commercial Lease Agreement for the life of the project, usually between 25 and 30 years (in the stages above). The developer may engage a separate entity to undertake the construction and maintenance of the wind farm. In most cases, payments to the landowner begin once construction commences, but this can be negotiated as part of the agreement terms.

5. Operation and Decommissioning (20-30 years)

The wind farm developer becomes responsible for the operation and eventual decommissioning of the project, which will include the need for ongoing engagement with the landowner.

In some cases, a developer will seek to recommission rather than decommission a wind farm at the end of its operational life. Recommissioning means returning an existing or previously decommissioned wind farm (or one or more individual turbines) back into active service - but with upgrades, repairs, or modernisation works to restore or improve its performance.



Did you know?

The cost to decommission a wind turbine is currently around $500,000 each. Decommissioning arrangements are generally included in a Lease Agreement between the landowner and wind farm developer. Refer to page 25 for more information on these types of agreements.

A wind farm project on private land should be mutually beneficial for the landowner and the developer. Ongoing consultation and dialogue between the developer and landowner is an important part of this. See Lease Agreements: Decommissioning on page 28 for additional information on decommissioning considerations for your agreement.

Benefits of Hosting a Wind Farm on Your Land

Hosting a wind farm can be a great way to diversify your income while also playing an active part in WA's energy transition. Some of the benefits of hosting a project are outlined below

Income

Hosting wind turbines can provide a diversified income for landholders over the life of the agreement, which typically lasts 20 - 30 years. This income is separate to agricultural or other income streams you may receive for operations on your property.

Property Upgrades

As part of the construction process, the developer will need to access internal roads and may need to remove existing fences. When discussing these matters as part of the terms of your agreement, you can also enquire about options for additional benefits such as upgrades to internal access roads and fencing, potentially adding value to your property.

Community Benefits

Renewable energy projects can bring benefits to hosting communities. The State Government suggests that developers in the South West Interconnected System provide community benefits payments in line with its Community Benefits Guideline for Large-scale Renewable Energy Projects[7]. PoweringWA will begin a dedicated public consultation process for projects off-grid and in the North West Interconnected System.

Neighbour Payments

By hosting wind turbines on your land, you are not only contributing to WA's energy future - you are also creating potential opportunities for your neighbours to benefit. It is becoming more prevalent for developers to offer Neighbour Agreements (see *What goes into a Neighbour Agreement* on page 34), which provide payments to nearby landholders based on their proximity to turbines. Although such arrangements are voluntary, they are widely considered to be best practice as they help ensure the benefits of a project are shared with impacted neighbours.

[7] Government of Western Australia. Department of Energy and Economic Diversification, 2026, Community Benefits Guideline, PoweringWA, https://stateofenergy.wa.gov.au/for-community/community-benefits-guideline

Dual-use

The term 'Dual-use' refers to the ability for wind farm developers and private landowners to operate concurrently on the same land, in a way that provides mutual benefits and minimises negative impacts.

It is important that projects are designed to be dual-use over the entire lifecycle of a wind farm project, so that they can co-exist alongside other land uses from the planning phase of a project through to the eventual decommissioning and removal of any infrastructure.

Unlike traditional energy-generating infrastructure, wind turbines use a relatively small area of land. In many cases, landowners find that a wind farm development, when designed to be dual-use with agriculture, does not significantly impact farm operations as activities like cropping and grazing can occur between project infrastructure. You can see some case study examples below where wind farms in Australia have been compatible with productive agriculture.

The Commercial Lease Agreement should identify any areas that are to be quarantined exclusively for the use of the wind farm project while also specifying activities that the landowner proposed to continue to conduct on the remaining areas. This may include the right to continue to grow crops, raise stock, or otherwise use the land.

The landowner should talk to the developer about existing operations and how energy infrastructure can be best integrated on the property across every stage of the project, including planning, construction, maintenance, and decommissioning.

See page 23 for *Considerations for Landowners Before Entering Into Commercial Agreements.*

Some things to enquire about during these discussions include:

- Infrastructure placement during the design phase and options to minimise the disruption of crop patterns, irrigation systems, livestock movement and harvesting.
- Planned environmental impact assessments and mitigation actions and/or remediation works (where required) to protect flora and fauna on your land.
- Measures to prevent soil erosion, compaction and contamination.
- Any biosecurity concerns and protocols you would like the developer and their contractors to follow.
- Expected noise levels and fire hazards and risks during project construction, operation and decommissioning and any strategies to mitigate visual impacts.
- Staging of project timelines to accommodate critical farming periods, such as seeding and harvest seasons.
- Best routes for location and transport of heavy machinery to avoid damage to crops and farming infrastructure.
- Maintenance plans and how they can minimise impacts on farming activities.
- Any periods and purposes in which the wind farm developer will restrict landowner access.
- Compensation for any crop loss or disruption caused by transport, construction, or other project activities.
- Considerations for their Bushfire Management Plan, including how risks will be assessed and mitigated during construction and operation
- Land use restrictions - even though access to your property should not be limited, a developer may need to know when you plan to harvest crops or repair roads in proximity to project facilities, to avoid conflicts with scheduled project maintenance.
- Decommissioning and removing the wind farm infrastructure at the end of its life and how this might affect future landowners or your succession plans. See *Lease Agreements: Decommissioning* on page 28 for more information.
- Reimbursement for reasonable professional fees (see *Cost considerations* on page 29).

In addition to considering these elements for your own property, we recommend discussing with the developer how they may affect neighbouring landholders and exploring ways to minimise any potential impacts while maximising shared benefits.

Not all land is suitable for renewable energy infrastructure - threatened species, proximity to nearby businesses and/or communities, or heavily farmed areas on your land may make hosting energy infrastructure less viable. However, most renewable projects can be designed to exist alongside agricultural practices.

Dual-use case studies

Efficient Farming Practices at Murra Warra Wind Farm, VIC

In North-West Victoria, landowners collaborated with developers on the placement of wind turbines for the Murra Warra Wind Farm, working together to ensure that the project did not impact on efficient farming practices. One landowner has five wind turbines on their family farm, as well as 5.5 kilometres of transmission lines across 14 transmission towers.

Source: Squadron Energy, Murra Warra I Wind Farm, Victoria, https://www.squadronenergy.com/our-projects/murra-warra-I-wind-farm

Sheep Grazing at Yandin Wind Farm, WA

Located in the Wheatbelt town of Dandaragan, 175 kilometres north of Perth, Yandin Wind Farm hosts 51 turbines, capable of producing 214 MW of electricity. These turbines are among the largest ever installed in WA. Despite their size, the turbines only occupy around 0.03 per cent of the project site, meaning that normal farming activities, including grazing and cropping can continue.

Source: Yandin Wind Farm 2025, Yandin Wind Farm (RATCH Australia / Alinta Energy investment), https://www.yandinwindfarm.com.au

0.03%

of total site used for turbines

Preparation

Following initial discussions with a developer about the proposed wind turbine sitings, it may be beneficial to develop a plan that considers the benefits, risks and future use requirements for your land. Being prepared will help ensure your needs and concerns are discussed, negotiated and ultimately inform plans and the agreement.

Have your Plan Ready

Consider preparing your farm plans, including any maps or documents, showing:

- Active farming areas and operations;
- Land ownership details, including different entities (such as family members, businesses, or trusts);
- Existing restrictions like leases, easements, or mining/resource activities;
- Future farming and land use plans;
- Sensitive zones, including agricultural land, threatened species and/or communities, protected vegetation, bushfire-prone areas and waterways;
- Areas you want to keep free from development ('no go zones'); and
- Any biosecurity measures that might be in place.

Additional documents for you to be aware of and consider in preparation for discussions with developers include:

- A recent land valuation;
- Farm succession plans; and
- Financial records detailing farm income (e.g. revenue or profit per hectare/field) to compare with renewable energy earnings and assist in legal consultations.

While you should not necessarily disclose any or all of this information during negotiations, it may be useful to have it available to you for informed decision making in your negotiations with the developer. As disclosure may possibly be prejudicial to your interests, if you are in any doubt you should always seek appropriate independent commercial advice and support with your negotiations.

Initial Steps Following Contact From a Wind Farm Developer

If you are approached about potentially hosting wind turbines on your property, there are a few key things to consider before you sign up.

1. Gather your Own Information

- Check the developer's track record, particularly around other similar projects. This could include looking at past news articles online or contacting other landowners to ask about their experience with the same developer. Some landowners may be comfortable with you visiting to view the project.
- Contact your local government for any additional information about the developer, as well as other developers interested in basing projects in the area.
- Request further information about the project from the developer (see *page 23* for *Considerations for Landowners Before Entering Into Commercial Agreements*).
- If you don't understand the information the developer has given you, ask for it to be written in a way you can understand. Don't be shy about asking questions and consider keeping written notes of conversations.
- Make sure all requirements and commitments from the developer are clearly stated in any written agreements.

2. Visit a Renewables Project

Take the opportunity to visit similar wind projects, including those undertaken by the developer both under construction and in operation. This will give you a firsthand look at the scale of construction, its impact on the land, and the final operational results. It is important you ensure you have the permission of the relevant developer or landowner of any project you visit.

3. Seek Expert Legal, Financial and Taxation Advice.

Getting independent advice on the implications for your land and finances is an important step you should take before making any decisions. Some of the financial considerations are listed on page 29.

Before you make any decision to host a renewable energy project on your property, you should seek the relevant professional guidance, including legal, financial and taxation advice. For example, you may wish to ask your financial advisor if the agreement will alter your classification as a primary producer for taxation purposes.

You may also wish to seek advice on how the agreement could affect your ability to negotiate with financial institutions regarding your personal primary production or on-farm business activities, separate from the wind farm.

This may include discussions around increasing cash flow or renegotiating mortgage terms.

You may be entitled to have reasonable professional fees reimbursed by the developer, including costs for legal, tax, financial, valuation and insurance advice.

4. Clearly Outline the Terms of your Lease.

The Commercial Lease Agreement is an important document, and it is crucial to get right. See page 23 for *Considerations for Landowners Before Entering Into Commercial Agreements.*

We suggest that you talk to the developer about your current land operating practices and how energy infrastructure can be best integrated into these operations with minimal impact.

5. Consider your Options

You may have the opportunity to engage with multiple developers prior to entering into an agreement, giving you more leverage when negotiating. While it is important that you get a fair and balanced agreement, it is important to note that the project needs to be commercially viable for the developer to proceed and that the developer may also be negotiating with other landowners at the same time.

For more information, refer to:

Considerations for Landowners Before Entering Into Commercial Agreements on page 23.

Landowner Rights

As the owner of freehold land, you have control over and various rights in relation to the property. This includes the right to possess the land, exclude others from the land, decide who and how others may use the land and to derive income from it. You also have the right not to exercise any of these rights.

Listed below are some rights to consider if you decide to talk to any developer and / or consider any agreement relating to a proposed wind farm development on your land.

1. The right to negotiate

You have the right to negotiate the terms of any lease or agreement with a developer, including turbine placement, compensation, access rights and the duration of the agreement. You do not need to consider any proposed agreement and, if you do, you do not need to accept any term and can propose and negotiate other terms.

2. The right to control property access

Wind farm development on freehold land is based on voluntary Commercial Agreements between you and the developer. If you don't wish to participate, you are under no obligation to grant access or enter into an agreement. Nothing should happen without your consent.

3. The right to receive support in meetings

You have the right to access expert legal, financial, taxation and other advice, and can bring legal and financial advisors and other support people with you to any meetings with developers as you wish.

4. Your rights around non-disclosure agreements and independent advice

Some developers will request that you sign a Non-Disclosure Agreement (NDA) to protect their commercially sensitive information, while others may not. You have the right to thoroughly review and negotiate the terms of any NDA before signing. An NDA should not restrict your ability to consult with legal, financial or land-use experts, including Government agencies bound by legislative and policy requirements that balance information sharing with privacy obligations.

NDAs that restrict sharing commercially sensitive information should not be so broad or restrictive that you cannot negotiate with other developers in the future or speak with your family, neighbours or local government about the potential impacts of the project.

The State Government advises landowners to seek independent legal, financial, valuation, taxation and insurance advice before entering into any agreement with developers. Often, developers will cover or reimburse the reasonable costs of these professional services incurred by the landowner during the negotiation process. This can be negotiated as part of your agreements.

Considerations For Landowners Before Entering Commercial Agreements[8]

The Australian Energy Infrastructure Commissioner has developed information for landowners to consider before entering into any Commercial Agreements with a developer. The information in the section below is sourced directly from pages one to seven of Considerations for Landholders before entering into Commercial Agreements[8]. The extract refers to typical agreements that may be entered into between a landowner and developer, however every situation is different and there may be other matters you should consider depending on your circumstances. You should always seek professional advice.

Types of Agreements

Licence (or Access) Agreements

Option Agreements

Lease Agreements

- Pre-construction
- Construction activities
- Operational activities
- Decommissioning

Licence (or Access) Agreements

A 'Licence' Agreement, also known as an 'Access' Agreement, allows the developer rights to access a landholder's property for the purposes of surveys and assessments, typically for a specified duration of time.

Activities may include the need to access the land to capture wind or solar resources data, undertake environmental and cultural surveys – as well as investigations, such as geotechnical, to determine the suitability of the site and feasibility of a project[9].

A Licence Agreement does not guarantee that a project will proceed and should not bind the landholder beyond allowing the agreed access for the term of that agreement.

Matters for the landholder to consider include:

- Term of the Access Agreement, extension clauses and ability to terminate.
- Scope of the agreement, including what access is required, the activities to be conducted, by who and when.
- Binding clauses – clauses that may require the landholder to enter into subsequent agreements and specifying the terms of such an agreement.
- Fees payable to the landholder during the agreement including how the fees are calculated and when and how they are paid.
- A list of the reports that may be generated by the developer from the survey and/or investigation activities – and clarifying what reports will be made available to the landholder for review (e.g. external weather risks for the subject property, such as drought, flood and fire).
- Expected personnel and contractors that may require access to the property to carry out the scope of work (e.g. ecologists, engineers, Traditional Owners, security personnel, or landholder liaison personnel).
- Any requirements of the landholder in the event of sale or transfer of the land.
- Ability of developer to transfer the access agreement to another party with or without landholder consent.
- Access protocols that the developer must comply with before, during and after access to the property.
- Landholder protection from potential damage, claims and legal action.
- Required insurances to be taken out by the parties to the agreement and responsibility for payment.
- Payment or reimbursement of reasonable professional fees incurred by the landholder in relation to negotiating the agreement.
- Consequences of material breaches of the agreement and ability to remedy a breach.
- A dispute resolution mechanism.

Option Agreements

An 'Option' Agreement provides the developer with rights to lease or secure some or all of a landholder's property for the purposes of construction and operation of the project. Such an agreement should be in place for a specified period of time. It may also include the ability to extend the time period.

An Option Agreement does not guarantee that a project will proceed or that the developer will exercise its option, nor does it typically guarantee that the landholder will host the number or capacity of assets that may have been discussed with the landholder.

However, Option Agreements may bind the landholder to the terms of a Lease or Hosting Agreement if exercised.

Therefore, the Option Agreement may often contain all of the final agreement terms and conditions and bind the landholder to those conditions. This agreement must therefore be reviewed carefully.

Matters for consideration include:

- Term of the agreement, extension clauses and ability to terminate.

[8] Australian Government. Considerations for Landholders Before Entering into Commercial Agreements – Version 1.3 January 2023, 2023, www.aeic.gov.au/sites/default/files/documents/2023-01/considerations-for-landholders-re-commercial-agreements-aeic-version-1_3-january-2023_0.pdf

[9] Activities undertaken include monitoring the wind resource, environmental and cultural surveys, and geotechnical investigations.

- 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.
- Further to scope, 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 licence or access agreement.
- Compliance of proposed project scope with relevant planning permit requirements and design standards and guidelines.
- Binding clauses – clauses in the agreement that may require the landholder to enter into a subsequent agreement and specifying the terms of that agreement.
- Fees payable to the landholder during the option agreement including how the fees are calculated and when and how they are paid.
- Any requirements on the landholder in the event of sale or transfer of the land.
- Ability of developer to transfer the agreement to another party with or without landholder consent.
- Landholder protection from potential damage, claims and legal action, related to the option agreement and any ongoing access activities governed under that agreement.
- Required insurances to be taken out by the parties to the agreement.
- Payment or reimbursement of professional fees incurred by the landholder in relation to negotiating the agreement.
- The amount of administrative burden placed on the landholder to administrate the agreement – e.g. requiring the landholder to be the sole issuer of invoices to the developer in order to be paid the agreed fees.
- 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 reduced revenues/fees.
- 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.
- Consequences of material breaches of the agreement and ability to remedy a breach.
- A dispute resolution mechanism.

Lease Agreements

The Lease Agreement (or 'Host' Agreement) is a complex commercial lease that commits the landholder for a very long time and places significant obligations and responsibilities on the landholder.

A wind farm usually consists of one or more 'host' landholders willing to have project infrastructure located on their land. A Lease Agreement is a long-term agreement that is negotiated between a project developer and the landholder. This agreement is essentially a commercial lease and should set out the terms to enable the developer to install, operate and maintain the project infrastructure.

It is important that any Lease Agreement presented to a landholder is fair, reasonable and written in plain English.

Landholders may also enter into agreements for land access, private transmission line easements, substations, office buildings and other items associated with a project.

Matters for the landholder to consider include:

- Fees payable to the landholder during the development stage (pre-permit approval), financial close stage (post-permit approval), construction, operation and decommissioning stages.
- Method of calculating the fee amounts and fee increases over time.
- Timing of payment of fees to the landholder by the project.
- Rights of the landholder in the event of non-payment of any fees by the project.
- Variations to fees in the event of changes to the wind turbine, turbine specifications, turbine capacity and number of turbines to be hosted.
- Whether there is a payment amount to the landholder in the event that wind turbines will no longer be hosted by the landholder.
- Creation of easement details for, say, a transmission line, and associated clauses related to the easement creation and easement access.
- Easements that may be required for private infrastructure, such as for a connecting powerline between the wind farm and the main transmission grid.
- Landholder's responsibilities in regard to residential tenants on the land and/or property lessees.
- Sale or transfer of the land by the landholder or transfer of project ownership by the project.
- Restrictions on further development on the property.
- Provisions in the event of subdivision of the property.
- Term of the agreement, options for renewal of the agreement and provisions for termination.
- Required insurances and responsibility for taking out insurances and payments.
- Ability and process to facilitate mortgagee consent agreement between the developer and the landholder's financier – in a timely manner.
- Funding security provisions to protect the landholder in the event of 'tenant default'.
- The amount of administrative burden placed on the landholder to administrate the agreement – e.g. requiring the landholder to be the sole issuer of invoices to the developer in order to be paid the agreed fees.
- Dispute resolution procedure, including key contacts at the developer for the raising and escalation of issues.

Lease Agreements: Pre-construction

There can be quite a long period between a developer lodging a permit application for a project and commencement of construction.

Typically, a developer must obtain the necessary permit approvals and then go on to arrange and confirm project finance, known as 'financial close' or 'financial investment decision'.

Even after financial close there may still be further delays due to changes in equipment selection and design, resulting in the need for permit modifications and further approvals.

During this time, the developer needs to have 'occupancy' of the land required for the project – which is typically done via a lease and/or easement agreement with the landholder.

Landholders should consider what fees should be payable to them during this time, which may last for many years. Landholders should also consider termination provisions in the event that the landholder wishes to exit the agreement due to ongoing, unreasonable delays.

Lease Agreements: Construction activities

Construction activities can be particularly disruptive to the landholder for a period that may last a few years. It is important that the landholder has a clear understanding of the extent of any potential impacts to the property during this phase and has discussed how these impacts can be managed or mitigated.

Key matters for the landholder to discuss or negotiate in relation to the construction phase of project include:

- Fees payable to the landholder during the construction period.
- Proposed internal road layout for the project – consider impact on farming operations.
- Process and protocol for making changes to internal road layout during construction.
- Process and protocol for any micro-siting of assets during construction, such as the final location for a wind turbine or transmission tower/route.
- Location of other infrastructure (internal cabling, construction offices, substations, private transmission lines etc.).
- Gate policy and other on-site procedures, such as biosecurity compliance requirements, for contractors entering and leaving the property[10].
- Use of and payment for additional land during construction (and major maintenance activities).
- Responsibilities for provision and maintenance of shared use infrastructure.
- Removal of construction waste, including who is responsible, how it will be removed and timeliness of removal.
- Access Agreements required for accessing easements during construction via a landholder's property.
- Provisions 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.
- Workplace safety responsibilities during construction, including required insurances.
- Compliance with permit conditions and all relevant laws and regulations related to construction.
- Provisions and process for handling disputes such as damage to landholder's property/equipment by contractors.

Lease Agreements: Operational activities

Wind farms typically have a project life span of approximately 20-30 years. During the operational phase of a project, it is expected that there will be ongoing maintenance activities which will require periodic access to the property.

It is also important to consider the administration of the agreement over the course of the project. The landholder should set aside adequate time, or engage assistance, to review the terms of the agreement, ensure compliance by both parties and resolve any disputes that may arise.

In considering a proposed lease or easement agreement, key matters for the landholder to review/negotiate in relation to the operational aspects of the project include:

- Fees payable to the landholder during the operational phase of the project, including timing of fee payments and escalation of fees.
- Additional fees payable for use of additional land during operations for major maintenance activities.
- Ongoing access requirements for operational and maintenance activities.
- Responsibility for workplace safety plans, including plans for fire and other emergencies, and the protocol for communications.
- Responsibility for compliance with permit conditions, laws and regulations related to operations (e.g. noise compliance).
- Responsibility and requirements for vegetation maintenance in around the assets – e.g. the transmission line easement
- Required insurances to be taken out by the project operator in respect of the landholder.
- Required insurances to be taken out by the landholder in respect of the project.
- Additional insurances that may be required to be taken out by (or for) neighbours to the project, such as increased public risk and liability insurance.
- Responsibility for the costs and payment of:
  - the various insurances
  - additional council rates and fees levied on the landholder as a result of the project
  - additional land taxes levied on the landholder as a result of the project
  - additional emergency services or other levies as a result of the project
  - additional duties payable upon sale or transfer of the land.
- Payment of outgoings – paid directly by the project or is the landholder required to pay and then seek reimbursement.
- Provisions for landholder to sub-let some or all of the property.
- Development restrictions that may be placed on the land by the project.
- Constraints on sale or transfer of the property.
- Term of the agreement, options for renewal and termination provisions to terminate by either party.
- Key contacts at the developer for the raising and escalation of issues and the dispute resolution process for handling alleged breaches of the agreement.

Lease Agreements: Decommissioning

At the end of the operating life of a project, the expectation is that the wind farm will be decommissioned and removed from the property, with the property returned to its original condition as agreed in the agreement.

It is therefore important for the landholder to have a clear understanding of how the decommissioning phase should be managed by the project operator.

In relation to the decommissioning of a project, key matters for the landholder to discuss or negotiate include:

- Scope of the decommissioning and rehabilitation activities required.
- Decommissioning plan and provision of the plan to the landholder and other required stakeholders, such as the responsible authority.
- Decommissioning responsibilities of the parties, which may be defined in the plan and/or the permit, but need to also be documented in the agreement.
- Detailed, verified estimates of the likely decommissioning costs.
- Clarify which party (or parties) is responsible for decommissioning the site.
- Clarify which party pays for the actual decommissioning costs.
- Arrangements to ensure decommissioning funding is set aside and secured, such as:
  - bank guarantee
  - bond, or
  - trust fund.
- Ability to audit the funding security arrangements to ensure funding is in place and contributions meet the agreed requirements.
- Provisions for dealing with default by the project operator.

[10] RE-Alliance & The Energy Charter 2024, Better Practice Renewables and Biodiversity: Opportunities for Collaboration Guide, https://assets.nationbuilder.com/vicwind/pages/3175/attachments/original/1709082977/Better_Practice_Renewables_and_Biodiversity_Opportunities_for_Collaboration_Guide.pdf

Cost Considerations

Hosting wind turbines is an opportunity to monetise your property, while having minimal impact on existing land use operations, and can provide a diversified income over the life of any agreement.

You should always consult with independent professional advisors and the developer for detailed guidance when estimating any potential costs or losses you might experience hosting renewable infrastructure on your land.

Things to consider include:

- Additional insurance costs;
- Additional council rates, fees levied as a result of the project or future changes to council rates;
- Potential land taxes levied as a result of the project;
- Additional emergency services or other levies as a result of the project;
- Additional duties payable upon sale or transfer of the land;
- Payment of outgoings – either paid directly by the project owner/operator or required for the landowner to pay and seek reimbursement;
- Provisions for the landowner to sub-let some or all of their property;
- Development restrictions that may be placed on the land by the project;
- Constraints on sale or transfer of the property;
- Impact on any subsidies or concessions currently received;
- The term of the agreement, options for renewal and termination provisions for either party;
- Key contacts to raise and escalate issues with the developer and the process to resolve disputes and any alleged breaches of an agreement;
- Compensation for any changes in land value due to variations in property use, proximity to new transmission lines, or the intensity of the works.
- Any potential impacts in terms of crop damage or loss during project construction, or compensation for grazing losses or interrupted community activities due to noise or dust;
- Compensation for time spent liaising with project managers and development representatives, firebreaks, weed monitoring and management and other interruptions to regular activities - being clear about these upfront is useful in negotiations and a developer should be able to explain project construction and service activities so you both understand requirements; and
- Decommissioning costs which are the responsibility of the owner/operator or developer (not the landowner) - ensure any liabilities are transferrable if the project is sold. Some landowners negotiate an upfront decommissioning bond to reduce the risk of a developer going into administration before the project is completed.

Seek Independent Advice

It is your land. You have no obligation to enter into any agreement. If you choose to consider doing so, you should be fully informed and make sure the terms reflect all your requirements and you fully understand and are completely happy with them.

The State Government therefore strongly encourages all landowners considering entering into commercial agreements with developers to obtain independent advice including legal, financial, taxation, valuation and insurance advice prior to signing any agreement.

It is best practice for a developer to fund or reimburse the reasonable professional service costs incurred by the landowner in negotiating the various agreements.

Responsible Development

Responsible development of wind farm projects includes careful consideration of the communities in which they are located. Being a good neighbour means recognising and mitigating the potential impacts on nearby residents, landowners, and local businesses. Developers should engage early and transparently, and take reasonable steps to avoid, minimise or mitigate impacts wherever possible.

This includes listening to feedback, responding to concerns, and ensuring that the project is designed and managed in a way that respects the values and needs of near neighbours.

Being a Responsible Landowner

As a landowner considering hosting wind turbines on your property, it is important to consult with neighbours early and keep them informed about project progress and any changes that could impact them. This proactive approach not only ensures transparency but also contributes to the success of the project and fosters ongoing positive relationships with your neighbours.

You should ensure that the developer is taking your neighbours' interests into consideration when forming plans for the project.

Responsibility of Developers

Consultation between developers and neighbouring properties is important to ensure a project runs efficiently.

While consultation is the responsibility of the developer, host landowners should ensure the following consultation is undertaken to ensure neighbours are consulted in a way that is meaningful.

Consultation activities with neighbours can include a wide range of topics, such as:

- consulting on the project's design and layout, especially during the early scoping and design stages, to enable a fact-based discussion about landscape/amenity impacts;
- identifying dwellings, tourism accommodation and other sensitive uses on the neighbour's property and ensuring that appropriate separation distances have been accommodated in the project's design for managing noise and other impacts;
- consulting with neighbours to explain the planning process and opportunities for neighbours to engage in that process;
- consulting with neighbours on the process and oversight of specific activities, such as site or route selection, post construction noise testing, environment, aviation, transport management plan, shadow flicker and visual amenity assessments;
- advising and consulting on subsequent proposed changes to the project's design, layout and equipment selection;
- ensuring background and operating noise testing at neighbour properties is undertaken and results are provided in a timely fashion and appropriate format;
- providing information to address questions and concerns raised by neighbours;
- documented process for reporting environmental damage;
- documented procedures for fire management from turbine combustion and turbine lightning attraction should be provided to hosts, neighbours and Bushfire Brigades. This should also detail how compensation occurs for neighbours and community if there is significant damage to neighbouring property and homes, specifically if the development has occurred in bushfire-prone areas;
- how much of shared groundwater resources will be used, for what and how water will be provided in the event of a severe shortage;
- facilitating site visits to operating projects to allow the neighbour to experience a completed project first-hand. A site visit to a project under construction may also be helpful; or
- utilising devices such as portable wind farm noise simulators to enable neighbours and other stakeholders the opportunity to experience forecast noise levels. In some cases, it could be beneficial to discuss predictive and post-noise and vibration testing, across all seasons and weather scenarios. These can be undertaken by an independent assessor and results provided to neighbours, which can help mitigate future noise complaints.

What Should your Neighbours Ask?

It is likely that your neighbours will be affected by a wind project on your land to some degree, whether it's from wind turbines, access roads, substations, or transmission lines. As a landowner, you can help mitigate concerns from neighbouring properties and the broader community by encouraging them to stay informed and involved.

Neighbours should be encouraged to:

- **Stay informed** by visiting the project's website, subscribing to updates, and attending community information sessions.
- **Engage early** with the development project team to ask questions and seek clarification on any aspect of the proposal.
- **Participate in the development application process**, particularly during the public consultation period. This is the formal opportunity to provide feedback, raise concerns, and ensure your views are considered in the assessment process.
- **Understand potential impacts**, which may include visual changes to the amenity, landscape, noise, fire risk, traffic during construction, and environmental considerations.

The involvement of both you and your neighbours in the development of a project helps to ensure that local knowledge and community values are reflected in the planning and decision-making process. Public input is a vital part of responsible and transparent project development.

Did you know?

Payments should never be used as an alternative to compliance with legislated noise limits that apply at sensitive locations such as primary residences.

What Goes Into a Neighbour Agreement[11]

The Australian Energy Infrastructure Commissioner has developed information for consideration for Neighbour Agreements. The information in the section below is sourced directly from chapter two, Neighbour Matters, pages 41 to 45 of 2021 Annual Report of the Australian Energy Infrastructure Commissioner[11].

Neighbour Agreements, while voluntary, are considered best practice and can help ensure any potential wind farm is developed in a way that is considerate of neighbouring landholders. They are used as a tool to support planning uncertainty for both developers and neighbours. These agreements can cover intentions for future development including agreements to not site dwellings near common lot boundaries to help provide greater certainty for all.

The content of Neighbour Agreements are specific to the parties involved as they relate to the possible impacts of the project and neighbour. However, topics are typically centred around one or more of the following as a guide:

Annual payments to the neighbour for the life of the project (including payments during the development, construction and operating phases of the project):

Some wind farm developers design payments based on the distance from a residence to the turbines, and number of turbines located within that distance.

A one-time payment at the commencement of the agreement (in addition to annual payments):

This could include being paid directly by the project owner/operator or for the landowner to seek reimbursement.

Reimbursement of reasonable legal fees incurred by the neighbour for negotiation of the agreement:

As Neighbour Agreements are a negotiation between the developer and neighbour, all appropriate financial and legal advice should be available to the neighbour before the agreement is signed. This ensures the process is fair, reasonable, and understood by both parties.

Reimbursement for, or provision of, items such as visual screening, insulation, double-glazing, air-conditioning, energy efficiency programs, solar panels, electricity consumption:

These impacts are commonly assessed during the planning process. Outcomes from such assessments, could include actions from planting new trees to provide sufficient screen, or providing direct compensation to affected parties. A once-off payment allows a neighbour to decide the best solution for their circumstances.

Reimbursement for increased public liability insurance premiums charged to the neighbour due to the presence of the wind farm:

Seek independent financial advice for guidance on estimating any potential costs.

[11] Australian Government. 2021 Annual Report of the Australian Energy Infrastructure Commissioner, Commonwealth of Australia 2022, https://www.aeic.gov.au/sites/default/files/documents/2022-07/aeic-2021-Annual-Report.pdf

Windlab's Near Neighbour Program

Providing individual and communal benefits to neighbouring households and landowners.

Windlab took a more direct approach with its neighbours when it established the Coonooer Bridge Wind Farm, with a range of individual and community benefits that gives a mix of equity and grants to the local area.

Windlab's senior community manager Elliot Willemsen-Bell said the payments would not restrict the recipients' right to voice concerns or oppose the project, "We only ask if landholders have a concern… they give us a reasonable chance to fix the problem".

The Near Neighbour Program includes:

- Giving neighbouring landowners within 3km of the wind turbines, or houses within 3.5km, the opportunity to buy into an equity stake of the company.
- Introducing a community grants program where neighbouring landowners can have their say on how to distribute $25,000 worth of grant funding to the local community.
- A local representative on the Coonooer Bridge Wind Farm Board to build connection and transparency between the wind farm and the neighbouring community.

Find out more: Atmos Renewables Ltd, 'Windlab wins CEC award', Atmos Renewables – Latest News, 20 July 2015, https://atmosrenewables.com.au/windlab-wins-cec-award/

Pine Wind Farm's Nearby Neighbour Program

TagEnergy has created an innovative payment system for households living near its proposed wind turbines, around 15km from Oberon in New South Wales. Households living within 3.5kms of wind turbines, who are not hosting any turbines themselves, may be eligible for annual voluntary payments as part of the program. Three options are available to those near to project, based on the distance of wind turbines to a house, with the closer distances attracting a higher level of payment.

The annual payment is increased each year by Consumer Price Index (CPI), with the closest neighbours (within 1.5km) potentially being paid up to $36,000 a year plus CPI.

Annual payments are calculated according to the number and proximity of wind turbines to the primary dwelling. The payments are on a sliding scale, with closer turbines attracting a higher payment per turbine.

Find out more: Stromlo Energy Australia Pty Ltd, 'Nearby Neighbour Program', The Pines Wind Farm – Community Benefits', https://www epineswindfarm.com.au/neighbours

Frequently Asked Questions

Why are wind and solar, firmed by batteries and gas generation, the most viable options for WA's energy system?

Maintaining an affordable energy supply means we need to use the most cost-effective types of generation. Independent modelling by the Commonwealth Scientific and Industrial Research Organisation (CSIRO)[12] shows that the most cost-effective forms of new generation for WA are solar and wind farms – even when accounting for the cost of building new transmission connections.

To make sure our grid is reliable, we need to stabilise intermittent solar and wind generation by using them in combination with other technologies, like gas generation and energy storage. This approach is called energy 'firming' and is an important part of ensuring reliability in a low emissions energy system.

Why is wind an important part of the future energy requirements for the State?

Wind helps ensure our energy supply is affordable: Research by the CSIRO[12] has affirmed that wind and solar are Australia's most cost-effective types of new-build electricity generation - even when the cost of new transmission infrastructure is factored in. Wind generation projects are especially viable in WA, which has some of the best wind resources in the whole of Australia.

Wind generation projects create more price security: It reduces our dependence on finite, polluting sources of energy, like coal, that are vulnerable to price fluctuations.

Wind, solar and batteries are key to a diverse and secure energy system: A diverse power grid, with multiple types of generation spread across different geographical locations, is a resilient power grid. Accessing wind resources in different areas of our State, supported by battery energy storage and gas-fired generation, improves network resilience, helping to ensure there is backup energy available if there is an outage in another part of the grid.

How does renewable energy help lower our State's emissions?

Wind is an emissions-free source of energy. The shift to sustainable energy will help reduce impacts associated with climate change, like extreme weather events and declines in biodiversity. For each Megawatt (MW) of energy produced by a wind turbine, we lower greenhouse gas emissions by around two thirds of a tonne – the equivalent of taking about 2,300 cars off the road.

What is the carbon payback period for wind turbines?

A carbon payback period is the length of time a wind farm must be operational to generate the amount of sustainable energy required to offset the amount of carbon used over the course of its lifetime, including during its manufacture.

The carbon payback period for wind turbines is relatively short, being approximately 5–12 months.

How is the location of renewable energy projects identified?

When considering suitable sites, developers will consider several factors that determine where wind turbines are best placed. Key factors include:

1. **Resource availability:** Projects are most viable when there is strong and consistent wind or solar resource in the area;
2. **Energy demand and transmission capacity:** Assessment is undertaken to identify the most efficient way to service energy demand. This requires co-locating near a transmission line with sufficient capacity;
3. **Energy diversity:** Wind speeds can vary significantly across different regions. By placing wind farms in diverse locations, the overall variability in wind power generation is reduced. This means that when the wind isn't blowing in one area, it might be blowing in another, helping to maintain a more consistent power supply. Additionally, relying on a single source or location for wind energy can be risky. Natural disasters, maintenance issues, or other disruptions in one area can severely impact energy supply. Diverse placement mitigates these risks, ensuring that energy production isn't overly dependent on any single location;
4. **Environmental impact:** The environmental effects and fire (including bushfire) hazards and risks of development and operation must be considered. A wind turbine or transmission line will have less impact on the environment when hosted on cleared land; and
5. **Network economic efficiency:** To ensure the lowest cost to consumers, the network operator must demonstrate cost-effective development and operation of the network. If renewables are placed in less effective areas, this would likely mean we would need more wind turbines built and connected to have the same effect.

Why are developers putting wind turbines on freehold land?

When determining the placement of renewable energy projects, several key factors are considered. These include:

1. **Wind resource availability** – Is there sufficient wind in the area?
2. **Energy demand** – Where is the energy demand, and what is the most efficient way to deliver energy to those areas? The location and capacity of existing and planned transmission infrastructure, which facilitates projects connecting to the grid, must also be considered.
3. **Wind profile diversity** – Ensuring wind generation projects are spread across various parts of the State, so that they can access a diversity of wind profiles, to maintain grid reliability.
4. **Environmental impact** – Refers to the measurable or observable changes that human or natural activities cause in the environment. A wind turbine or transmission lines, for example, would likely co-exist more successfully, and have less impact, in a sparsely vegetated or cleared paddock, than on land covered in dense native vegetation or forest.

These considerations mean that the most suitable locations for wind turbines are often on private land. Projects can bring significant benefits to landowners and local communities. They can provide additional income for landowners through lease agreements and create local jobs, boosting the economy. Importantly, they also contribute to a more sustainable and reliable energy supply for the State.

How can we maintain the balance between prime agricultural land and wind projects?

Internationally and across Australia, there are many examples where renewable energy infrastructure co-exists with the natural environment and existing land uses in a dual-use scenario, including agriculture[13].

[12] CSIRO 2023, GenCost: wind and solar remain the lowest cost new build electricity generation sources despite inflationary pressures, Commonwealth Scientific and Industrial Research Organisation, https://www.csiro.au/en/news/all/news/2023/july/gencost

[13] Australian Renewable Energy Agency 2020, Wind-Solar Co-Location Study, https://arena.gov.au/knowledge-bank/wind-solar-co-location-study

At Yandin Wind Farm[14] in WA, the 51 wind turbines in place only occupy around 0.03 per cent of the overall project site, meaning that normal farming activities like grazing and cropping continue undisrupted.

The WA Planning Commission's Position Statement: Renewable Energy Facilities[15], which guides the Planning Approval process, recommends that renewable energy facilities like wind and solar farms be located on cleared rural land with low agricultural value.

Will wind turbines limit landowners' ability for crop spraying?

Pilots who conduct aerial spraying regularly operate in the vicinity of a range of hazards, including power lines, communications towers, and trees. Prior to each spraying assignment, pilots must complete their own site-specific safety assessment to identify hazards and then safely plans their flight around them accordingly.

Aerial spraying takes place when wind speeds are low, to avoid excessive spray drifting on to neighbouring properties.

Generally, aerial spraying is conducted in wind speeds under 8 knots (approximately 15 km/h). Wind turbines only operate when wind speed is above 6 knots (approximately 11 km/h), meaning that they are likely to be inactive during most aerial spraying assignments.

Landowners should speak to developers around arrangements that can be made to minimise impact to hosting and neighbouring properties when crop spraying is required.

The National Airports Safeguarding Framework[16] details the appropriate steps wind farm developers should take to minimise hazards in areas where aerial agricultural operations occur.

How tall are wind turbines?

Wind turbines range in sizes. Examples in WA range anywhere between 120 - 295 metres in height, with blades of 76 - 91 metres.

While the wind farm developer is best to advise on the proposed size, details about the projects, including proposed wind turbine sizes, are included in project development applications, or referral documentation on Environmental Protection Authority's website, where applicable. It is noted that sizes can be subject to final design and proposal documentation may refer to maximum heights.

Larger wind turbines can reduce the number required for the same electricity output and can improve land use efficiency due to higher energy yield.

How often are wind turbines maintained?

Just like any other mechanical machine, wind turbines require regular maintenance to ensure they operate efficiently and safely. The general practice is that wind turbines are serviced once every six to twelve months. This may differ based on the developer and their maintenance schedule.

It is recommended that landowners discuss and agree to a maintenance schedule as part of their Commercial Lease Agreement with the developer.

What are the water requirements for wind turbine projects?

Water is also required for maintenance of access tracks and supply of potable water for workers. Additionally, the project developer is responsible for ensuring that there is enough firefighting water supply to facilitate a safe and effective response to any fire emergency at the facility.

Wind turbines do not require any water once they are operational. In comparison, coal and nuclear power plants are much more water intensive. A typical 1,000 MW coal-fired power station uses enough water in one year to meet the basic water needs of nearly 700,000 people[17].

The construction of water supply infrastructure (e.g. bores, dams) and the taking of water associated with wind turbine projects need to be authorised under the *Rights in Water and Irrigation Act 1914*. These authorisations, in the form of water licences and permits, are administered by the Department of Water and Environmental Regulation.

For further information on water licensing requirements in WA, visit www.der.wa.gov.au/our-work/licences-and-works-approvals/current-licences

What steps can developers take to reduce impact on biodiverse land and land clearing?

Prioritising already-cleared land for development can reduce the amount of additional clearing required for a project. This in turn reduces the impact that land clearing might have on biodiversity and an environment's capacity for natural carbon sequestration.

Landowners can also work with their developers to minimise environmental impact by considering biodiversity and land clearing when selecting access routes, repurposing areas of cleared lands, and avoiding locating turbines on or near highly biodiverse areas.

Where can I find environmental information related to proposed energy projects in my community?

There are standard conditions for Part IV Ministerial Statements requiring all data related to a proposal (assessment and post-assessment) be made publicly available. Exceptions can be requested via the project developers Chief Executive Officer. However, exemptions are only granted for data that may be considered commercial in confidence. Biodiversity data does not meet this definition.

Where a developer or consultant is undertaking biodiversity surveys, they are required to obtain relevant authorisations under the *Biodiversity Conservation Act 2016*, from the Department of Biodiversity, Conservation and Attractions (DBCA). The requirements of these authorisations may include submission of relevant data (records or returns) to DBCA, which may be made publicly available via the Dandjoo website[18].

Under Section 40 and Section 122B of the *Environmental Protection Act*, documentation, including reports and data, can be published by the relevant regulatory authority (e.g. the Environmental Protection Authority or Department of Water and Environmental Regulation) as part of a public review process. Similar provisions are made under the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*.

For Part IV, biodiversity survey reports are published on the Environmental Protection Agency website[19], and for Part V on the Department of Water and Environmental Regulations Native Vegetation Clearing Permits website.

In addition, developers must submit their biodiversity survey reports and data to the Index of Biodiversity Surveys for Assessment (IBSA), as directed in the Environmental Protection Authority's Procedures Manual. They are encouraged to allow publication and use of this data. This data is then made publicly available via the IBSA website, once the approval process is complete and a determination published.

[14] Yandin Wind Farm 2025, Yandin Wind Farm, https://www.yandinwindfarm.com.au

[15] Government of Western Australia. Department of Planning, Lands and Heritage 2021, Planning Position Statement – Renewable energy facilities, https://www.wa.gov.au/government/publications/planning-position-statement-renewable-energy-facilities

[16] Australian Government 2025, National Airports Safeguarding Framework, Department of Infrastructure, Transport, Regional Development and Communications, https://www.infrastructure.gov.au/infrastructure-transport-vehicles/aviation/aviation-safety/aviation-environmental-issues/national-airports-safeguarding-framework

[17] Overton IC (2020) *Water for coal: Coal mining and coal-fired power generation impacts on water availability and quality in New South Wales and Queensland*, Natural Economy, Australian Conservation Foundation, https://canopy.acf.org.au/m/72a60fdd50afbd82/original/Water_for_Coal_-_Final_-_April_2020.pdf

[18] Government of Western Australia. Biodiversity Information Office 2024, Dandjoo biodiversity data repository, https://dandjoo.bio.wa.gov.au

[19] Government of Western Australia 2025, Proposal Search, Environmental Protection Authority, https://www.epa.wa.gov.au/proposal-search

Are wind farms noisy?

Wind turbines may make a low frequency sound known as infrasound. A study conducted by the University of New South Wales focused on measuring the effects of infrasound impacts on humans[20]. This study exposed subjects to 72 hours of infrasound, pseudo infrasound, and traffic noise exposure. It determined that infrasound did not worsen sleep or cause any health-related concerns.

In WA, the *Environmental Protection (Noise) Regulations 1997* prescribe standards for noise emissions from premises and public places when the noise is received at other premises for the purpose of the *Environmental Protection Act 1986*. These prescribed standards apply to noise emissions from wind farms.

Will wind turbines harm birds and bats?

A Bird and Bat Adaptive Management Plan (BBAMP) is usually required with a development application for a wind farm, to mitigate against wind turbine blade strike to any threatened species and provides adaptive management measures should strikes occur. The BBAMP should be informed by baseline Bird and Bat Utilisation Surveys that have been undertaken on the site over specific time periods.

Can wind turbines fail during extreme weather events?

Wind turbines are designed to automatically shut off at very high wind speeds. However, on rare occasions they can be damaged if hit directly by an extreme weather event (such as a cyclone). There have also been incredibly rare instances of individual blade parts, referred to as trailing edges, becoming detached during extreme weather events. Trailing edges are usually small and flexible, which reduces the chance of injury or property damage.

Landowners can request developer ensure the positioning of individual turbines prevents blade parts or any other debris that may detach during an extreme weather event from landing in or contaminating any neighbouring property. This may involve establishing a minimum setback buffer from neighbouring properties and the consideration of future development.

What is the risk that a wind turbine starts a fire?

Wind monitoring masts and turbines are both designed using specific materials that provide a safe path for lightning strikes to the ground, and to limit fire risk more broadly. They also carry in-built systems that can identify, monitor and automatically respond to risky conditions inside the turbine by following shutdown and isolation procedures. Upon detection, automatic suppression systems, such as aerosol-based extinguishers, can activate within 30 to 60 seconds to mitigate fire.

A renewable energy project requires extensive investigation to ensure suitability and feasibility for adequate fire management. This may include ensuring that bushfire-prone areas are avoided, effective ground and aerial safety measures are in place, and that there is sufficient access and egress to and from the site for evacuation to a suitable evacuation point/location, and design provisions for emergency services vehicles and aerial fire suppression operations are considered.

Developers will also need to plan for sufficient firefighting water supply and infrastructure to allow for a safe and effective response to any fire emergency at the facility, as well as appropriate communication protocols with local volunteer bushfire brigades and other emergency services.

Can aerial support still be provided for fires around wind farms?

Yes. The Department of Fire and Emergency Services (DFES), and their contracted operators, have robust procedures in place to identify and manage risks associated with flight operations near wind turbines - similar to those used around other tall structures like communication towers. These procedures ensure aerial firefighting can be carried out safely and effectively.

In the event of a fire, wind turbines are shut down and placed in the “Y” or “rabbit ear” position, which aligns two blades upward and one downward. This configuration removes one of the three blades as a potential obstacle, creating the greatest possible clearance for aircraft to manoeuvre.

Wind farm developers should engage with relevant fire and land management stakeholders, including DFES, local governments, and volunteer bushfire brigades, during the planning stage and throughout the operational life of the project to support coordinated and safe fire response.

How will renewable energy projects impact my land value?

It is important for landowners to consider both the benefits and potential challenges associated with hosting a wind farm on their property.

Hosting wind turbines can add value to a property, providing landowners with a diverse source of income through lease payments and other financial incentives. This additional income can help landowners invest in their properties, improve their operations, and support their families.

However, it is also important to recognise that the value of agricultural land can fluctuate over time. Market conditions, climate variability, and changes in land use policies can all affect property value.

Hosting wind farms on your land may increase land value. However, independent financial advice should be sought to help determine the likely effect of a proposed development on your land value.

[20] Australian Government. Australian Energy Infrastructure Commissioner 2022, Health and safety matters – Observations & recommendations, https://www.aeic.gov.au/observations-and-recommendations/health-matters

What safeguards are in place to reduce/repair damage to infrastructure, such as roads and vegetation, during the transport of turbines?

Transporting wind turbine blades and modules in WA involves securing heavy vehicle regulatory access approvals due to their size, weight, and the impact on road infrastructure and traffic. These permits are usually issued after the development application process.

In WA, any heavy vehicle combination which carries a large indivisible load that exceeds statutory mass or dimension limit is classed as a Restricted Access Vehicle (RAV). Main Roads Western Australia (Main Roads) regulates the movement of RAVs. Specific heavy vehicle combinations (towing unit plus purpose-built trailers) are used to transport wind blades and or wind turbine modules.

To safeguard infrastructure, protect other road users, and reduce environmental impact during the transport of wind turbine Oversize and Overmass (OSOM) loads, Main Roads developed the Movement of High Risk OSOM Vehicles Policy[21]. The policy requires that a route assessment and OSOM Transport Management Plan (TMP) be prepared to provide detailed route surveys and risk mitigation strategies. These strategies may include identifying and avoiding vulnerable road surfaces and structures, implementing protective measures near vegetation and heritage areas, and scheduling movements to minimise wear on infrastructure and the community. Where unavoidable impacts occur, the OSOM TMP will outline procedures for prompt repair and rehabilitation, ensuring that roads, verges, and surrounding environments are restored to their original conditions.

Main Roads issues heavy vehicle access approvals (permit) once it is satisfied with route assessment and OSOM TMP for the proposed wind turbine movement. Information required for this process can be found in the Guidelines for Preparing an Oversize Overmass Transport Management Plan (OSOM-TMP)[21]. Further information about OSOM permits, access requirements, Single Trip (Specified Journey) Permits, OSOM TMP's and third-party contact details are available on the Main Roads Oversize Overmass Permits[22] page.

The OSOM movement may also require notifications to WA Police for traffic control and utility companies such as Western Power to lift or de-energise power lines may be required.

Where clearing of native vegetation is required, the proponent/developer must obtain a native vegetation clearing permit in accordance with the *Environmental Protection Act 1986*.

What happens with wind turbines at end of life?

Wind turbines generally have an operational life of approximately 20 to 30 years. The exact length of operational life can depend on factors like age, performance decline, and technological obsolescence. At the end of this operational life, approximately 85-94 per cent of modern wind turbine (by mass) is recyclable and can be recycled in Australia.

Project proponents are responsible for decommissioning of project infrastructure (and rehabilitation). This should be considered as part of the project planning phase.

You can include provisions in your agreement with developers that outline your expectations for recycling and disposal. This can involve collaboration between developers and your community to identify the most appropriate methods for reusing or recycling all parts of the wind turbine. For example, decommissioned wind turbine blades can be repurposed into bike shelters or play equipment, as seen in Denmark in WA, or donated for educational purposes, like Synergy did with Australia's first ever wind farm in Esperance, WA.

By having these discussions early and including specific provisions in your agreement around maximising recycling and commitment to best available recycling methods at the time of decommissioning, you can help ensure that the environmental impact of decommissioned wind turbines is minimised and that sustainable practices are upheld. Transport and disposal of waste, including hazardous materials should also be considered.

How can landowners be assured that wind farm infrastructure will be properly decommissioned and land rehabilitated at the end of its life?

Decommissioning and rehabilitation can come at a significant cost, making it crucial to address these aspects comprehensively in any contractual arrangements between landowners and developers.

For example, developers may offer to set up a decommissioning fund, where money is reserved in the bank for the last five years of the project. The contract should include a clause ensuring that decommissioning obligations are transferred to any entity that may acquire the project.

Alternatively, the wind farm operator or owner may decide to 'repower' or recommission the wind farm[23]. This refers to upgrading or replacing older wind turbines with new models to extend the operational life of a project. This can only occur with the consent of the landowner and if other relevant permissions are obtained.

Landowners should discuss decommissioning and repowering options with prospective developers early in negotiations, and ensure that clear, mutually acceptable arrangements are established. Any decommissioning obligations should be tied to the site, rather than the project owner or operator, so that they remain valid if ownership changes during the project's operational life.

Clearly outlining these obligations in the agreement helps ensure the costs and responsibilities for decommissioning and rehabilitation are appropriately managed by the proponent, protecting landowner's interests and maintaining the long-term integrity of the land. Remediation and rehabilitation requirements should be site-specific and agreed between the parties.

[21] Government of Western Australia. Main Roads Western Australia 2024, Movement of High Risk OSOM Vehicles Policy, https://www.mainroads.wa.gov.au/49d248/globalassets/heavy-vehicles/permits-orders-schemes/osom/movement-of-high-risk-osom-vehicles-policy.pdf

[22] Government of Western Australia. Main Roads Western Australia 2025, Oversize Overmass (OSOM) – Permit, Order & Scheme information, https://www.mainroads.wa.gov.au/heavy-vehicles/permit-order-scheme

[23] Orennia 2024, The Big Trend in Wind: Repowering, https://orennia.com/insights/the-big-trend-in-wind-repowering

I have signed an agreement with a developer to host a renewable project on my land. What happens next?

When signing an agreement, it is important to note that there are many factors that may impact the project, including its scale and viability, and that a signed agreement does not guarantee that the project will proceed.

Development applications can be submitted once the developer has gathered and developed the items outlined in the requirements, which includes providing information as to how it will mitigate impacts to the natural environment, heritage areas, noise levels, and the community.

Importantly, an approved development application is not a confirmation that a project will proceed. In addition to development application requirements, a developer must acquire approval from the network operators to connect to a new or existing transmission line and the Australian Energy Market Operator to participate in the Wholesale Electricity Market (if in the SWIS). They must also secure a generation licence from the Economic Regulation Authority if the project is over 100MW (nameplate capacity at the generation point). Furthermore, other approvals and permits may also be required after the development application approval, such as construction or building permits and a transportation permit.

Depending on the findings of the environmental assessments, some applications will require further monitoring and assessment by the Environmental Protection Agency, which can take several years.

As a community member, when will my local government and community be engaged to have our views heard, and what influence do we have?

Developers planning to proceed with a wind turbine project, should engage with the community as early as possible to ensure that community views and concerns are heard. It is best practice for this engagement to be in addition to the planning and environmental approval processes, which require public consultation.

Proponents of wind farm projects can choose from one of three available development application pathways:

1. **Significant Development Pathway (WAPC determination):** Available for development proposals with an estimated cost of $20 million or more in the Perth and Peel region and $5 million or more elsewhere in WA;
2. **Development Assessment Panels:** For developments with an estimated development value of $2 million or more; and
3. **Local government:** If developers choose the local government pathway, the local government's decision on the development application needs to be made in accordance with the provisions of the local planning framework. For example, if an application is lodged with the local government for a land-use that is classed as discretional under the local planning scheme zoning table, the local government may have grounds to refuse it (noting that an appeal rights of the decision to the State Administrative Tribunal may apply).

Under all three pathways, there is a consultation period where the views of local government, hosting landowners, neighbours and community members can be shared and considered as part of the decision-making process.

For Development Assessment Panels and local government pathways, the relevant local government is responsible for advertising project for consultation. Consultation under the Significant Development Pathway is undertaken by the Department of Planning, Lands, and Heritage (DPLH) on behalf of the WAPC[24]. This includes notifying local landholders (radius agreed with the local government and based on the location and scale of the project) and, for regional projects, DPLH planners visit the region during the public comment period and meet with landholders to better understand their concerns.

How will PoweringWA support local communities hosting renewable energy projects?

PoweringWA is committed to engaging meaningfully with communities to ensure local priorities are heard and understood, and that communities are supported throughout the energy transition. Timely and inclusive engagement with local stakeholders, including Aboriginal Prescribed Body Corporates, is essential to enable impacted communities to actively participate in the transition and fully realise meaningful benefits from that participation. These benefits include access to economic opportunities arising from infrastructure investment, local employment from the development of new and emerging industries, developing more diverse and resilient local economies, and investment in local infrastructure.

PoweringWA is focused on establishing the policy frameworks and enabling conditions necessary to ensure communities can derive meaningful and lasting benefits from WA's energy transition.

In addition, PoweringWA actively collaborates with other State Government agencies, industry partners, and local stakeholders to understand, and where possible address, cumulative impacts challenges identified through policy mechanisms. This coordinated approach supports the State Government's broader objectives of delivering an inclusive energy transition, while fostering long-term community resilience and prosperity across WA.

PoweringWA's engagement approach is grounded in transparency, honesty, and ongoing communication. It prioritises delivering clear, accessible, and accurate information to support informed decision making and actively seeks opportunities to improve outcomes for communities and stakeholders. Central to this commitment is supporting communities as they navigate WA's evolving energy landscape through sharing relevant information, understanding local concerns, and collaborating across Government to address challenges where appropriate.

What are my obligations related to hosting connecting transmission if I decide to host a wind farm on my land?

Wind farms will often connect to the broader transmission network via a connecting transmission line. While wind or solar farm developers may be responsible for constructing this connecting transmission line, once it is connected to a regulated network, the transmission line will be subject to the requirements of the network operator.

Landowners hosting transmission infrastructure may have to meet certain obligations to ensure the safe and efficient operation of the infrastructure. These obligations may include:

1. Granting Easements: Landowners may need to grant easements or rights of way to allow for the construction, maintenance, and operation of transmission lines and related infrastructure.

2. Compliance with Regulations: Landowners must comply with relevant State and local regulations, including environmental and safety standards.

3. Maintenance of Access: Ensuring that access to the transmission infrastructure is maintained or available for workers and equipment as needed.

4. Notification of Changes: Informing the network operator of any changes to the land that might affect the transmission infrastructure.

5. Restrictions on Activities: Certain activities within the easement area may be restricted to prevent risks to public safety or the reliable operation of the network. This can include limitations on building structures, planting trees, or conducting certain types of farming activities.

These obligations help ensure the safe and efficient operation of the transmission network and minimise disruptions to both the landowner and the network operator.

[24] Government of Western Australia. Department of Planning, Lands and Heritage 2025, Significant Development Pathway – applications open for consultation and being determined by the Western Australian Planning Commission, https://www.planning.wa.gov.au/significant-development-pathway/

For specific guidance and more detailed information, landowners should contact the relevant network operators or consult the easement agreement.

You can find out more about landowner obligations around transmission line easements in the SWIS here: www.westernpower.com.au/safety/safety-at-home/our-infrastructure-around-homes/transmission-line-easement-landowner-obligations/

What examples are there of Neighbour Agreements or compensation?

As both are private agreements, the wind farm developer will decide when and if an agreement will be offered.

While compensation and Neighbour Agreements are usually commercial in confidence, some developers are choosing to highlight their neighbouring agreement programs publicly.

For considerations around Neighbouring Agreements, the Australian Energy Infrastructure Commissioner has developed some helpful guidance, see *Neighbour Agreements* on page 34.

Landowners should arrange for an independent legal and financial advisor to review all agreements before they are signed. Most developers will offer to compensate the landowner for this review.

Neighbour Agreements, while voluntary, are considered best practice and can help ensure efficient project delivery. If a wind farm developer has not yet offered or discussed Neighbouring Agreements, landowners can suggest or mandate that Neighbour Agreements are developed as part of contract terms.

An example of a Neighbouring Agreement can be found at the Pines Wind Farm website: www.thepineswindfarm.com.au/neighbours

What transmission infrastructure will be upgraded or built in the South West Interconnected System?

The South West Interconnected System Transmission Plan sets out the State Government's vision for Western Power's transmission network, along with the investment needed to deliver on that vision. Developed by Energy Policy WA and Western Power, the Transmission Plan builds on the extensive modelling and system planning carried out in the previous Whole of System Plan, the South West Interconnected System Demand Assessment: 2023 to 2024, and the South West Interconnected System Planning Update.

The Transmission Plan is designed to be flexible and agile. To ensure future builds meets industry and household's energy needs, decisions on transmission investments will be informed by detailed system modelling, such as the annual Wholesale Electricity Market Electricity Statement of Opportunities and the next Whole of System Plan, which will be developed in close consultation with industry.

[25] Government of Western Australia. Department of Energy and Economic Diversification 2025, South West Interconnected System Transmission Plan: A future-ready transmission network for WA's main electricity system, https://www.wa.gov.au/organisation/energy-policy-wa/the-south-west-interconnected-system-transmission-plan-future-ready-transmission-network-was-main-electricity-system

Disputes and Complaints

As a landholder, navigating issues that arise during renewable energy development can be both challenging and stressful. If concerns or issues do emerge, there are processes in place to help you raise and resolve them. This section outlines some complaint and dispute resolution pathways, ensuring your concerns with the developer are acknowledged and addressed.

The best way to manage a situation will always depend on your specific circumstances. For example, if you already have an agreement in place with the developer, you may be obliged to follow a process outlined in that agreement. If you are negotiating an agreement, you do not need to accept any term that you are not happy with, and can, as part of negotiations, seek appropriate professional advice and also propose alternative terms.

1. Seek to resolve the issue directly with the developer

Even if you have discussed the issue with the developer verbally, it is beneficial to submit your concern to the developer in writing, through the developer's formal resolution process if they have one. Keep a record of what was submitted, when it was submitted, as well as details about the response from the developer.

2. If a resolution cannot be achieved directly with the developer, you may seek other avenues of resolution:

a. You may wish to commence by seeking legal advice from a lawyer specialising in the area related to your concern and your agreement. Community Legal WA and the Law Society of WA can help identify the best legal option for your needs.

   Community Legal WA
   Phone: (08) 9221 5711
   Web: communitylegalwa.org.au/need-legal-help/

   Law Society of WA
   Phone: (08) 9324 8600
   Web: lawsocietywa.asn.au/community/the-law-society-in-the-community/find-a-lawyer/

b. **Australian Energy Infrastructure Commissioner (Commissioner)** handles complaints from concerned community residents (and landowners) who live in proximity to proposed or operating wind farms, large-scale solar farms (5 MW or more), energy storage facilities such as large-scale batteries (1 MW or more) and new major transmission projects. The Commissioner may:

   - refer the complaint to the respondent or relevant government agency to facilitate a resolution between the parties;
   - seek to resolve the complaint between the landowner and the developer; and
   - make non-binding recommendations to the parties.

   Phone: 1800 656 395
   Email: aeic@aeic.gov.au
   Web: www.aeic.gov.au/making-a-complaint

c. For issues related to developers contravening their requirements as set out in their Development Application, you can contact:

   - the **Department of Planning, Lands and Heritage (DPLH)** when the Development Application has been submitted through the State Pathway:

     Phone: (08) 6551 9450
     Email: sdau@dplh.wa.gov.au

   - the **Department of Local Government, Industry Regulation, and Safety (DLGIRS)** when the Development Application has been submitted through the Local Government or the Development Assessment Panel[26]:
     Phone: (08) 6552 7300
     Email: lghotline@dlgirs.wa.gov.au

d. For issues relating to developers contravening requirements as set out in the environmental approvals process, you can contact the **Department of Water and Environmental Regulation (DWER)**.

   Phone: 1300 784 782
   Email: compliance@dwer.wa.gov.au

[26] Government of Western Australia. Department of Planning, Lands and Heritage 2025, Current Development Assessment Panels – applications and information, https://www.planning.wa.gov.au/development-assessment-panels/current-development-assessment-panels-applications-and-information

3. For disputes related to enabling legislation:

In WA, the State Administrative Tribunal (SAT) can hear disputes involving landholders and wind farm developers if the matter falls within its jurisdiction as defined by enabling legislation. The SAT's jurisdiction is governed by the State Administrative Tribunal Act 2004 and more than 150 enabling Acts, which confer specific powers to the SAT in areas such as planning, development, strata titles, and environmental approvals.

For example, the SAT can review:

- Decisions made by local governments or the Western Australian Planning Commission (WAPC) regarding development applications for wind farms. This includes disputes over zoning, land use compatibility, and conditions imposed on approvals.
- Disputes about compensation for landholders if land is adversely affected by wind farm development. This includes valuation disagreements and claims under the *Land Administration Act*.
- If a wind farm impacts water resources or agricultural land use, SAT may hear disputes under enabling Acts like the *Rights in Water and Irrigation Act 1914*.

SAT Mediations
Phone: 9219 3111
Web: www.sat.justice.wa.gov.au/M/mediations.aspx

If mediation is not successful:

You may consider requesting a Compulsory Conference through SAT. During the conference:

- a SAT member actively facilitates the discussion, helping parties explore potential solutions and guiding them towards a resolution;
- the setting allows for more creative and flexible solutions that might not be possible in a formal hearing; and
- the conference helps parties avoid the time, expense, and stress associated with a formal hearing.

SAT Compulsory Conferences
Phone: 9219 3111
Web: www.sat.justice.wa.gov.au/C/compulsory_conferences.aspx

If a Compulsory Conference is not successful:

You can request a formal hearing before the Tribunal. During the hearing, a SAT member will consider the evidence and arguments presented by both parties and make a binding decision on the matter.

State Administrative Tribunal
Phone: 9219 3111
Web: www.sat.justice.wa.gov.au/N/need_help.aspx

Contacts and Resources

Government Contacts

PoweringWA

PoweringWA was established by the State Government to coordinate the delivery of the infrastructure we need to decarbonise our State's energy systems.

The energy transition is a task of unprecedented scale - but we have all the ingredients we need to succeed. We have a long-term vision, supported by multi-year planning arrangements, all shaped by the experiences and priorities of our State's communities and industries. At PoweringWA, we are working to manage the scale, speed, and complexity of the energy transition by:

- Streamlining the delivery of the transmission, generation and storage projects that are building our cleaner energy future.
- Collaborating across Government and with industry to identify barriers to the transition and find effective solutions.
- Engaging with communities to ensure their voices, perspectives and priorities are considered while also providing the information and tools they need to understand and navigate the opportunities and challenges of the energy transition.

PoweringWA is here to help WA's communities navigate the energy transition.

Web: www.wa.gov.au/poweringwa
Community Support Email: PoweringWAsupport@deed.wa.gov.au

Australian Energy Infrastructure Commissioner

The Australian Energy Infrastructure Commissioner (AEIC) is an independent role appointed by the Australian Government to handle complaints from concerned community residents about wind farms, large-scale solar farms, energy storage facilities and new major transmission projects.

Phone (toll free): 1800 656 395
Email: aeic@aeic.gov.au
Web: www.aeic.gov.au

Please refer to the Disputes and Complaints section on page 49 for additional options around complaint resolution.

WA State Administrative Tribunal

The State Administrative Tribunal (SAT) is an independent body in WA that reviews a wide range of government decisions and resolves disputes.

Phone: 9219 3111
Web: www.sat.justice.wa.gov.au/N/need_help.aspx

Regulated Network Operators

Wind turbines connect to the network through a connecting transmission line. While private developers may be responsible for constructing the connecting transmission line, if connected to a regulated network, they will become the responsibility of the regulated network provider (e.g. Western Power and Horizon Power). There may be landowner obligations related to transmission lines, including hosting connecting lines on your land.

Western Power

Western Power is a State Government owned corporation responsible for building, maintaining and operating the electricity network.

Phone: 13 10 87
Online Form: www.westernpower.com.au/about/contact-us

Horizon Power

The Horizon Power Pilbara Network is a business unit within Horizon Power responsible for managing Horizon Power's network in the North West Interconnected System (NWIS).

Phone: 1800 267 926
Email: info@horizonpower.com.au
Web: www.horizonpower.com.au/utilities/contact-us/

Department of Planning, Lands and Heritage

The Department of Planning, Lands and Heritage is responsible for planning and managing land and heritage to benefit all Western Australians. The department brings together land use and heritage responsibilities and includes the State Development Assessment Unit (SDAU). The SDAU is responsible for assessing significant development applications under Part 11B and 17A of the *Planning and Development Act 2005*.

Phone: (08) 6551 8002
General Email: info@dplh.wa.gov.au
SDAU Email: sdau@dplh.wa.gov.au
Web: www.planning.wa.gov.au

Department of Water and Environmental Regulation

Department of Water and Environmental Regulation (DWER) in WA. DWER is responsible for managing and protecting the state's water resources and environment.

Phone: (08) 6364 7000
Environmental Watch hotline: 1300 784 782
General Email: info@dwer.wa.gov.au
Email: compliance@dwer.wa.gov.au
Web: www.wa.gov.au/organisation/department-of-water-and-environmental-regulation

Environmental Protection Authority

The Environmental Protection Authority is independent, and its operations are governed by the *Environmental Protection Act 1986*.

Web: www.epa.wa.gov.au
Contact form: www.epa.wa.gov.au/contact-us

Department of Fire and Emergency Services

The Department of Fire and Emergency Services (DFES) is the Hazard Management Agency for bushfire, structural fire, cyclone, storm, flood, tsunami, earthquake and hazardous material hazards in WA.

Phone: (08) 9395 9300
Land Use Planning Email: advice@dfes.wa.gov.au
Web: www.dfes.wa.gov.au

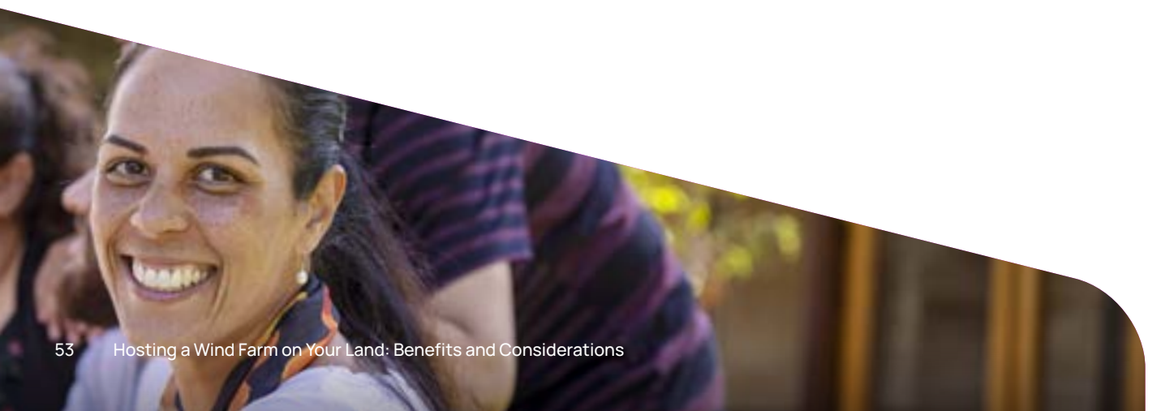
Non-Government Organisations

National Farmers Federation
nff.org.au

The WA Farmers Federation represents farmers throughout WA, and seeks to develop a more viable, profitable and sustainable future for the agricultural industry. The organisation works closely with farmers on a wide range of issues impacting their on-farm businesses and offers advice, guidance, and resources to landowners exploring the possibility of hosting renewable energy projects on their properties.

WA Farmers Federation
wafarmers.org.au

WA Farmers represents farmers throughout WA, and seeks to develop a more viable, profitable and sustainable future for the agricultural industry. The organisation works closely with farmers on a wide range of issues impacting their on-farm businesses and offers advice, guidance, and resources to landowners exploring the possibility of hosting renewable energy projects on their properties.



Farmers for Climate Action
farmersforclimateaction.org.au

Farmers for Climate Action represents farmers across Australia who are committed to leading on climate-smart farming solutions and championing strong economy-wide climate policy. The group has created a *Climate Smart Farming Toolkit* , which offers valuable resources for landowners considering hosting renewable energy projects on their properties.

AgZero 2030
agzero2030.org.au

AgZero 2030 is an initiative focused on reducing emissions in agriculture. Comprised of Western Australian farmers and primary industries professionals and organisations, its mission is to support the Western Australian agriculture sector becoming carbon neutral by 2030. Its website offers positive stories about responses to climate change from Western Australian primary industries, as well as climate change related information and research.

RE-Alliance
RE-Alliance.org.au

RE-Alliance works collaboratively with stakeholders in rural and regional Australia, including farm-owners, industry and government, to deliver social outcomes and advocate for meaningful benefits for regional communities. Their website offers a range of fact sheets on renewable energy, infrastructure, and technology, with several specifically tailored for rural landowners, including the *Better Practice Renewables and Biodiversity – Opportunities for Collaboration Guide*.

The Energy Charter
theenergycharter.com.au

The Energy Charter is a coalition of organisations from across the energy supply chain working to deliver better energy outcomes for customers and communities. The group has developed a *Landowner & Community Better Practice Engagement Guide* outlining respectful and effective engagement practices for developers working with landowners and communities. While primarily aimed at developers, the guide also offers landowners insight into what good engagement from a developer should look like.

WA Conservation Council
ccwa.org.au

The Conservation Council of WA (CCWA) is a not-for-profit, non-government conservation and environment organisation that works directly with communities, government, Traditional Owners, and industry to promote a more sustainable WA and protect our State's natural environment. The CCWA may be able to provide advice or resources to help landowners better understand environmental considerations associated with hosting a renewable energy project on their land.

The Law Society of Western Australia
lawsocietywa.asn.au

The Law Society of Western Australia is the peak professional association for lawyers in WA. Landowners considering hosting a renewable energy project and seeking specialised legal advice can use the Society's Find a Lawyer function on its website to connect with a qualified legal professional. Search 'Find a Lawyer' on the website.

Mental Health Support

Negotiating land agreements can be stressful. If you are experiencing stress and or any other negative impact on your well-being, there is free and confidential support available.

ifarmwell
ifarmwell.com.au

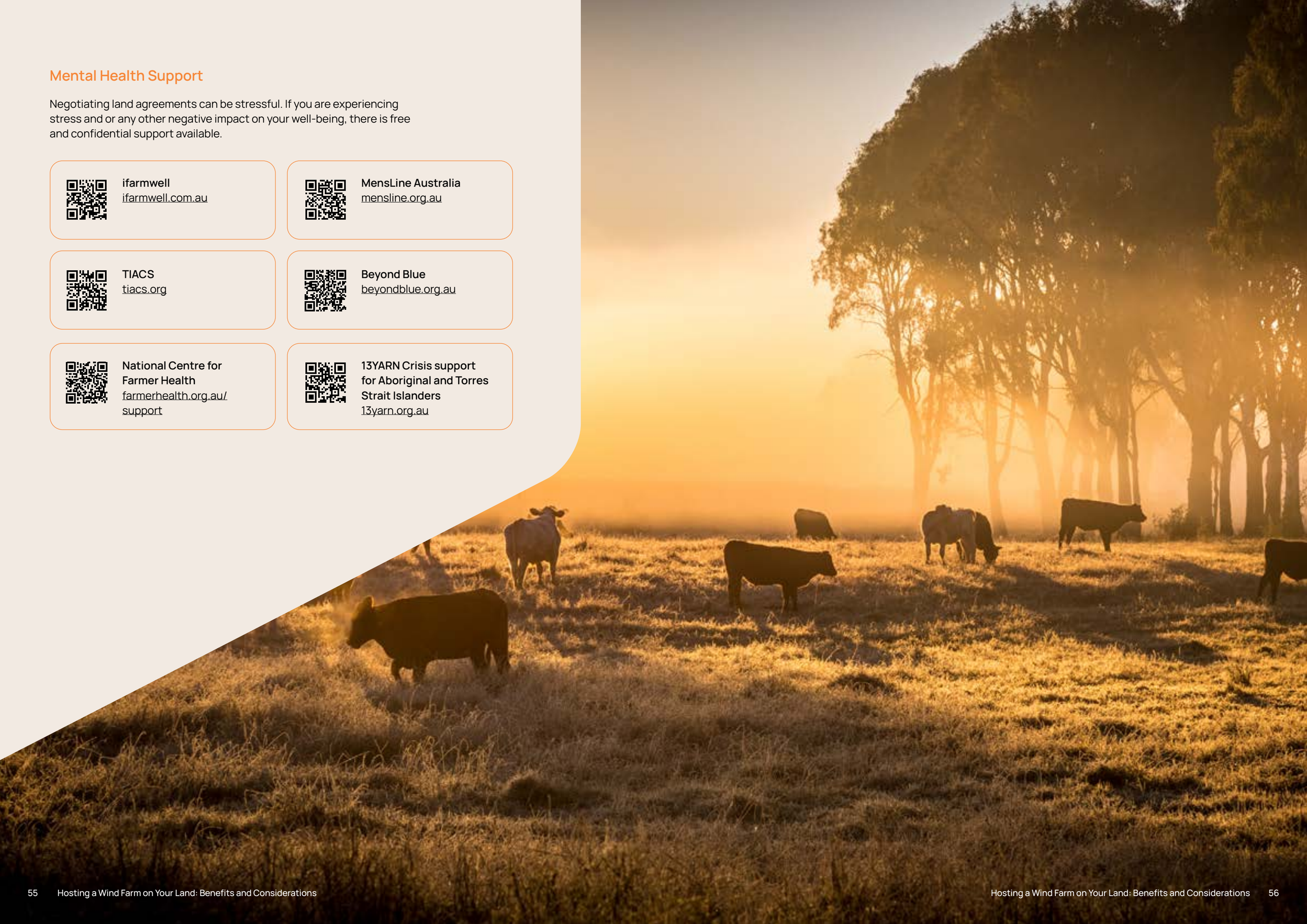
MensLine Australia
mensline.org.au

TIACS
tiacs.org

Beyond Blue
beyondblue.org.au

National Centre for Farmer Health
farmerhealth.org.au/support

13YARN Crisis support for Aboriginal and Torres Strait Islanders
13yarn.org.au



Landowner Checklists

The checklists below have been designed to be used as a reference point to aid in your consultation with wind farm developers, right from the initial stages through to final signing of the commercial agreement:

1. **Developer Assessment Checklist**
2. **Landowner Licence (Access) Agreement**
3. **Option Agreement**
4. **Lease Agreement**

Use these lists as a check point and make notes at the end of each page to refer to following your discussions. The questions have been summarised from The Australian Energy Infrastructure Commissioner's recommendations for landowners to consider before entering into Commercial Agreements with a developer[8], which has been referenced throughout this document.

Please note, these checklists are not comprehensive. They are for general information only and do not deal with all issues which may arise in your negotiations. This will depend on your individual circumstances and on the particular development which is being proposed. You should always seek professional advice.

The State Government strongly encourages all landowners who may be considering entering into commercial agreements with developers to obtain independent legal, financial, valuation and insurance advice before doing so. Developers will often fund or reimburse professional service costs incurred by the landowner when negotiating the various agreements.

Developer Assessment Checklist

Considerations
You may have the opportunity to engage with multiple developers prior to entering into an agreement, giving you more leverage when negotiating. Use this checklist to begin gathering your own information so you can evaluate your options.

Company Information	Yes	No
Can you find details about the company, its directors, and secretary via an ASIC search? (Visit: connectonline.asic.gov.au/)		
Is the ultimate shareholder a foreign company or an individual outside Australia?		
Does the company have an ABN, ACN, or ABRN? Can you find details on any parent companies?		
Do they publish an annual report or business plan?		
Do they have a corporate website listing similar projects in Australia or overseas?		
Project suitability	**Yes**	**No**
Does their business model align with your long-term goals?		
Can they provide details on their projects, including feasibility, construction, operation, and decommissioning?		
Does the project require Foreign Investment Review Board (FIRB) approval? If so, what impact will it have?		
Does the company have an established relationship with unions? What is their Industrial Relations (IR) track record?		
Reputation and next steps	**Yes**	**No**
Has the company been mentioned in relevant news articles or industry reports?		
Do you understand the next steps, agreements, and stages for the project?		
Can you offer any services (e.g. labour, equipment, water, or local contact) for project delivery?		
Operations and community engagement	**Yes**	**No**
Will you have a dedicated point of contact throughout the project?		
Will the company contribute funds for legal and financial advice?		
Do they follow best practices for community consultation?		
Do they have a community benefit-sharing model?		
Have they clearly explained the benefits and impacts for you, your neighbours, and the community?		
Have they provided a clear development plan with timeframes?		
Can they show designs of completed work or arrange site visits to similar projects?		

[8] Australian Energy Infrastructure Commissioner, Considerations for Landholders Before Entering into Commercial Agreements – Version 1.3 January 2023, 2023, www.aeic.gov.au/sites/default/files/documents/2023-01/considerations-for-landholders-re-commercial-agreements-aeic-version-1_3-january-2023_0.pdf

Landowner Licence Agreement Checklist

Considerations
A Licence Agreement, also known as an Access Agreement, allows the developer to access the property to determine suitability for the project. This agreement is the initial contract and summarises the activities that need to be taken, including monitoring the wind resource, environmental and cultural surveys, and geotechnical investigation.

Does the agreement include	Yes	No
The terms of the Access Agreement, extension clauses, and their ability to terminate.		
The scope of the agreement, including what access is required, the activities to be conducted, by who and when.		
Any binding clauses, such as clauses that may require the landowner to enter into subsequent agreements and specify the terms of any such future agreements.		
Fees payable to the landowner during the agreement, including how the fees are calculated and when and how they are paid.		
A list of the reports that may be generated by the developer from the survey and/or investigation activities – and clarifying what reports will be made available to the landowner for review (e.g. external weather risks for the subject property, such as drought, flood and fire).		
Expected personnel and contractors that may require access to the property to carry out the scope of work (e.g. ecologists, engineers, Traditional Owners, security personnel, landowner liaison personnel).		
Any requirements of the landowner in the event of sale or transfer of the land.		
The ability of the developer to transfer the access agreement to another party with or without landowner consent.		
Access protocols that the developer must comply with before, during and after access to the property.		
Landowner protection from potential damages, claims and legal action.		
Required insurances to be taken out by the parties to the agreement and responsibility for payment.		
Payment or reimbursement of reasonable professional fees incurred by the landowner in relation to negotiating the agreement.		
Consequences of material breaches of the agreement and ability to remedy a breach.		
A dispute resolution mechanism.		

Option Agreement Checklist

Considerations
An Option Agreement provides the developer with rights to lease or secure some or all a landowner's property for the purposes of constructing and operating the project. This agreement must be reviewed carefully as it could bind the landowner to the terms of the lease, or hosting agreement, even if the project does not proceed with the number of turbines discussed.

Does the agreement include	Yes	No
The terms of the agreement, extension clauses and ability to terminate.		
The scope of the agreement, including clarity about the subject land and location of assets (e.g. transmission line towers and route, wind turbine sites) – including maps and diagrams of the proposed asset locations.		
Further to the scope of the agreement, what ongoing access to the landowner's property is allowed by the Option Agreement and any changes to the access scope and protocol that was defined in the licence or access agreement.		
Compliance of proposed project scope with relevant development approval requirements, design standards and guidelines.		
Any binding clauses, such as clauses in the agreement that may require the landowner to enter into a subsequent agreement and specify the terms of any such future agreements.		
Fees payable to the landowner during the option agreement, including how the fees are calculated and when and how they are paid.		
Any requirements on the landowner in the event of sale or transfer of the land.		
Ability of the developer to transfer the agreement to another party with or without landowner consent.		
Landowner protection from potential damages, claims and legal action, related to the option agreement and any ongoing access activities governed under that agreement.		
Required insurances to be taken out by the parties to the agreement.		
Payment or reimbursement of professional fees incurred by the landowner in relation to negotiating the agreement.		
The amount of administrative burden placed on the landowner to administrate the agreement (e.g. requiring the landowner to be the sole issuer of invoices to the developer in order to be paid the agreed fees).		
Mechanisms to apply if the project's scope materially changes, particularly if the changes result in negative impacts for the landowner, such as a reduced number of wind turbines that lead to reduced revenues/fees.		
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.		
Consequences of material breaches of the agreement and ability to remedy a breach.		
A dispute resolution mechanism.		

Lease Agreement Checklist

Considerations
A Lease Agreement is a long-term agreement that is negotiated between a project developer and the landowner. This agreement is essentially a commercial lease and should set out the terms to enable the developer to install, operate and maintain the project infrastructure.

Pre-construction		
Does the agreement include	**Yes**	**No**
The fees payable to the landowner during the development stage (pre-permit approval), financial close stage (post-permit approval), construction, operation and decommissioning stages.		
The method of calculating the fee amounts and fee increases over time.		
The timing of payment of fees to the landowner by the project developer.		
Their rights as a landowner in the event of non-payment of any fees by the project.		
The potential for variations in fees in the event of changes to the wind turbine, turbine specifications, turbine capacity or number of turbines to be hosted.		
Whether there is a payment amount to the landowner in the event that wind turbines will no longer be hosted by the landowner.		
Easements that may be required for private infrastructure, such as for a connecting power line between the wind farm and the main transmission grid.		
Landowner's responsibilities regarding residential tenants on the land and/or property lessees.		
Sale or transfer of the land by the landowner or transfer of project ownership by the project.		
Restrictions on further development on the property.		
Provisions in the event of subdivision of the property.		
Term of the agreement, options for renewal of the agreement and provisions for termination.		
Required insurances and responsibility for taking out insurances and payments.		
Ability and process to facilitate mortgagee consent agreement between the developer and the landowner's financier in a timely manner.		
Funding security provisions to protect the landowner in the event of 'tenant default'.		
The amount of administrative burden placed on the landowner to administrate the agreement (e.g. requiring the landowner to be the sole issuer of invoices to the developer to be paid the agreed fees).		
Dispute resolution procedure, including key contacts at the developer for the raising and escalation of issues.		

Construction activities		
Does the agreement include	**Yes**	**No**
Fees payable to the landowner during the construction period.		
Proposed internal road layout for the project. Consider impact on farming operations.		
Process and protocol for making changes to internal road layout during construction.		
Process and protocol for any micro-siting of assets during construction, such as the final location for a wind turbine or transmission tower/route.		
Location of other infrastructure (internal cabling, construction offices, substations, private transmission lines etc).		
Gate policy and other on-site procedures, such as biosecurity compliance requirements, for contractors entering and leaving the property. See RE-Alliance's Better Practice Renewables and Biodiversity – Opportunities and Collaboration Guide).		
Use of and payment for additional land during construction (and major maintenance activities).		
Responsibilities for provision and maintenance of shared use infrastructure.		
Removal of construction waste, including who is responsible, how it will be removed and timeliness of removal.		
Access agreements required for accessing easements during construction via a landowner's property.		
Provisions 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.		
Workplace safety responsibilities during construction, including required insurances.		
Compliance with permit conditions and all relevant laws and regulations related to construction.		
Provisions and process for handling disputes such as damage to landowner's property/equipment by contractors.		
Operational activities		
Does the agreement include	**Yes**	**No**
Fees payable to the landowner during the operational phase of the project, including timing of fee payments and escalation of fees.		
Additional fees payable for use of additional land during operations for major maintenance activities.		
Ongoing access requirements for operational and maintenance activities.		
Responsibility for workplace safety plans, including plans for fire and other emergencies, and the protocol for communications.		
Responsibility for compliance with permit conditions, laws and regulations related to operations (e.g. noise compliance).		
Responsibility and requirements for vegetation maintenance/management in around the assets (e.g. the transmission line easement).		

Required insurances to be taken out by the project operator in respect of the landowner.		
Required insurances to be taken out by the landowner in respect of the project.		
Additional insurances that may be required to be taken out by (or for) neighbours to the project, such as increased public risk and liability insurance.		
Fees payable to the landowner during the operational phase of the project, including timing of fee payments and escalation of fees.		
Additional fees payable for use of additional land during operations for major maintenance activities.		
Ongoing access requirements for operational and maintenance activities.		
Responsibility for workplace safety plans, including plans for fire and other emergencies, and the protocol for communications.		
Responsibility for compliance with permit conditions, laws and regulations related to operations (e.g. noise compliance).		
Responsibility and requirements for vegetation maintenance/management in around the assets (e.g. the transmission line easement).		
Required insurances to be taken out by the project operator in respect of the landowner.		
Required insurances to be taken out by the landowner in respect of the project.		
Additional insurances that may be required to be taken out by (or for) neighbours to the project, such as increased public risk and liability insurance.		
Decommissioning activities		
Does the agreement include	**Yes**	**No**
Scope of the decommissioning and rehabilitation activities required.		
Decommissioning plan and provision of the plan to the landowner and other required stakeholders, such as the responsible authority.		
Decommissioning responsibilities of the parties, which may be defined in the plan and/or the permit, but need to also be documented in the agreement.		
Detailed, verified estimates of the likely decommissioning costs.		
Clarify which party (or parties) is responsible for decommissioning the site.		
Clarify which party pays for the actual decommissioning costs.		
Arrangements to ensure decommissioning funding is set aside and secured, such as bank guarantee, bond, or trust fund.		
Ability to audit the funding security arrangements to ensure funding is in place and contributions meet the agreed requirements.		
Provisions for dealing with default by the project operator.		

Glossary

Energy

kW/Kilowatt:
A unit of power. 1 kW is equal to 1000 watts.

MW/Megawatt:
A unit of power. 1 megawatt is equal to 1000 kilowatts, or 1 million watts.

Power:
A measure of the rate at which energy is transferred. Measured in W, kW, MW.

Substation:
A substation acts as a connection point to manage the flow and distribution of electricity from generation (such as a wind farm) to the public grid. It transforms voltage levels, using transformers to step up or step down voltage for efficient transmission and distribution. Substations also house equipment for switching, protecting, and controlling the flow of electricity.

Transmission:
The towers, wires, cables, and other infrastructure which connects large electricity generators to each other and the distribution network. Also referred to as Tx.

V/Voltage:
The energy that drives electrical current through an electrical circuit. Measured in volts (V).

W/Watt:
A watt is a unit of power. The power generation capacity of a wind generator is measured in watts.

Wh/Watt hour:
The amount of electricity a wind farm generates is measured in watt hours.

Environmental

Decarbonisation:
The process of reducing or eliminating carbon emissions, particularly carbon dioxide (CO2), from various industries, outputs and systems.

Emissions:
Emissions refer to the release of gases, primarily greenhouse gases, into the atmosphere. These gases, such as carbon dioxide (CO2), methane, and nitrous oxide, contribute to the greenhouse effect and can lead to rising global temperatures and climate change. Burning coal for electricity generation is a major source of CO2 emissions.

Net zero:
Net zero refers to achieving a balance between greenhouse gas emissions produced and the amount removed from the atmosphere. In 2023, the State Government introduced the *Climate Change Bill 2023* to Parliament to contribute to national and global goals for decarbonisation, provide certainty for businesses, and attract the investment required to transition to net zero emissions.

Renewable energy:
Renewable energy sources are continuously replenished from the natural environment. They include the sun, the wind, water and geothermal resources, biomass and the sea.

Threatened species and/or ecological communities:
Under the Biodiversity Conservation Act 2016, native species are listed as threatened when they face a high to very high risk of extinction in the wild, and ecological communities are listed as threatened when they face a high to very high risk of collapse.

WA Energy System

Department of Energy and Economic Diversification (DEED):
DEED leads WA's energy transition and economic development, facilitates international trade and investment, and promotes the international education, science and innovation sectors.

Energy Policy WA (EPWA):
Energy Policy WA provides policy advice to State Government to facilitate the delivery of secure, reliable, sustainable and affordable energy services.

North West Interconnected System (NWIS):
This supplies electricity to a number of major towns, industry and resources projects in the Pilbara region.

South West Interconnected System (SWIS):
This is the main electricity grid for the South West, and the largest grid in WA.

Wind Energy

Anemometer:
An instrument used to measure wind speed and direction. An anemometer is important to monitor the performance and safety of wind turbines once a wind farm is operation.

Blades:
Turbine blades harness the wind to drive a rotor of a wind turbine.

Developer:
A wind farm developer is the entity (company or organisation) that undertakes the process of planning, developing, and constructing wind farms, from initial site selection to the operational phase. In most cases, a proponent initiates the process, and the developer carries out the project – although they are usually the same entity.

End of life (EOL):
Refers to the stage when a wind turbine reaches the end of its operational lifespan. This can refer to Design EOL (when the Original Equipment Manufacturer advises a wind turbine blade has reached its design lifespan), Functional EOL (when a wind turbine blade can no longer perform its intended function due to damage), or Economic EOL (when it becomes more economical to replace a turbine than to continue its operation, even if its service life is not yet over).

Generator:
Converts mechanical energy from the turbine into electrical energy.

Hub:
The central part of the wind turbine, which supports the blades on the outside and connects to the low-speed rotor shaft inside the nacelle.

Glossary

Meteorological mast:
Also known as a met mast or meteorological tower. This is a tall structure used in the wind energy industry to measure wind speed and direction, as well as other weather data. This information is crucial for assessing the wind resource potential of a site before the construction of a wind farm

Nacelle:
The structure at the top of the wind turbine tower that houses the key components of the wind turbine, including the rotor shaft, gearbox, and generator. Also known as the Cowling.

Rotor:
The visible spinning parts of a wind turbine.

Tower:
The structure that supports the rotor and nacelle.

Turbine:
A wind turbine is a machine that converts the kinetic energy of wind into electricity by using the aerodynamic force of the wind to rotate blades, which turns a generator and produces electricity.

Limitations and Disclaimer

The State and DEED do not accept any liability for any decisions made or actions taken based on the information, data or statements, whether express or implied, contained in this document.

The information in this document is taken from various sources including other publications as referred to in the document. Whilst, to the best of its knowledge, the Department of Energy and Economic Diversification (DEED) believes the content was accurate at the time of printing, it has not independently verified the accuracy of any of the information.

The State and DEED do not make any representation or warranty, express or implied, as to the accuracy or completeness of any information. Landowners need to satisfy themselves as to the information they require and its accuracy and completeness.

This document is intended to provide general guidance only and does not constitute specific advice. All landowners circumstances will differ and they are strongly encouraged to obtain appropriate independent professional advice including legal, financial, taxation, valuation and insurance advice.