Speech By

David Kempton

MEMBER FOR COOK

Record of Proceedings, 25 June 2025

PLANNING (SOCIAL IMPACT AND COMMUNITY BENEFIT) AND OTHER LEGISLATION AMENDMENT BILL

Mr KEMPTON (Cook—LNP) (4.01 pm): As a member of the State Development Infrastructure and Works Committee, I rise today to speak in favour of the Planning (Social Impact and Community Benefit) and Other Legislation Amendment Bill. I would like to try to bring the debate back into the real world. At the outset, I wish to thank and acknowledge the committee's support team who make everything happen and assist to reduce the mountain of information into a comprehensible document. I acknowledge the chair, Jim McDonald, for his experience and leadership and the rest of our committee for their contribution.

I also wish to commend Deputy Premier Jarrod Bleijie for his foresight in responding to the need for this important legislation, his insight into the complexity and, of course, his eye for detail. Further I mention the efforts of the member for Mirani, Glen Kelly, who took on board this issue that was having a massive impact on his community and worked with his parliamentary leadership and colleagues, local councils, landholders and community groups to bring about change.

I shall limit my comments to that part of the bill relating to major wind and solar farms and leave the Olympic and Paralympic Games enabling provisions to my colleagues.

I must declare at the outset that during my last term in government, I was a supporter of the Mount Emerald Wind Farm near Walkamin in the Far North. I was not a party to the decision-making process, nor was I financially or otherwise involved. To my mind, the project was the best and highest use of an otherwise rough and rocky mountain, and provided much needed power, jobs and community benefit to my community. When completed in 2018, the Mount Emerald Wind Farm was Queensland's largest with 53 turbines and a total capacity of 180.5 megawatts. What was unique about this project was that the proponents owned the land. There was, however, considerable community resistance to the project, some of which was based on fear, not facts.

Whilst my view of renewable energy facilities, including wind and solar farms, is better informed than it was a decade ago, I accept that each are an integral part of, but not the only solution to, our responsibility to supply reliable base power to the entire state.

Fast forward just a few short years and the wind and solar industry in Queensland has burgeoned, making Mount Emerald look like a prototype. With the federal government's obsessive policy on renewable energy and the Capacity Investment Scheme guaranteeing large companies return on investment, wind and solar projects are popping up all over the countryside. Whilst there might be a financial gain for those landholders where these projects are located, the impact on the wider community has largely gone on unchecked. What has evolved has been a David and Goliath battle of gargantuan proportion. The large, and often overseas, corporations behind these projects are well-resourced and funded to overcome the concerns of small landholders, councils and communities that might be impacted by these projects. This bill will tip the balance considerably as all large wind and solar projects will be required to provide social impact statements and community benefit agreements as a prerequisite to approvals.

The committee heard from numerous witnesses in Brisbane, Rockhampton and Biloela, and received hundreds of submissions. We heard from representatives of proponent companies who, in the main, were very forthcoming; councils, large and small, with varying degrees of interaction and experience with wind and solar projects; and landholders and community members who either benefited from or were impacted by these projects. There were a variety of other groups that had interest in the outcome. In Biloela, we experienced firsthand the anguish and suffering of a tight-knit community who have suffered unsupported for years at the hands of large wind and solar farms populating the region. I would be comfortable with the statement that, by and large, the bill found favour with the vast majority of submitters and witnesses, albeit some in principle, as it will deliver certainty and equity to all parties involved and impacted by large-scale wind and solar farms.

When to undertake the social impact statements and community benefit agreements was topical throughout the committee hearings and in submissions. There was a lot of discussion about whether these processes should be a prerequisite to, or a condition of, approvals. The argument by the proponents is that if both were to be undertaken prior to approval, it would cause unnecessary delays and expense to projects which could be avoided if approval were given, and then the social impact and resulting community benefit agreement was determined. Further, it was submitted that both the project, the impact and the benefit were all fluid and likely to vary during the construction and over the life of the project. This position was supported by some councils and other submitters. Conversely, landholder and community groups held the view that they would prefer that the social impact and benefit agreements should be in place prior to any approval or commencement of work.

My thought is that the social impact statement and the community benefit agreement should, as provided for in the bill, be in place before an application for approval is made. To undertake either after approval could result in community groups opposed to the project dragging out the process and creating greater uncertainty. Similarly, the proponent might, through its own processes, create uncertainty over the delivery of its obligations and responsibilities.

There is no magic in the nature and content of both impact statements and benefit agreements which, after the first few are established, will create useful examples for subsequent iterations. I have no doubt that with all the legal and professional expertise at the hands of the proponents, both the impact statement and the benefit agreements can provide for, and cater to, any variations that might arise during the approval, construction or operation of any project.

In all the years I was a lawyer servicing rural and regional Far North Queensland, I was asked to provide advice to landholders in respect of agreements relating to both large-scale wind farms and solar farms that were intended to be installed on their properties. There was rarely anything contained in those agreements that was innovative or surprising and, on the face of them, they provided substantial financial benefit to the landholder and facilitated the construction of the project. Without exception, when I inquired of the landholder who was responsible for the decommissioning of the infrastructure at the end of the life of the panels and turbines, the response was, ‘The proponent.’ Without exception, the agreements were silent on this point. The fallback position was that it was a condition of approval by the local authority. Once they were appraised of this information, very few landholders were willing to proceed to sign the documents on that basis.

This brings me to a critical consideration when developing social impact statements in community benefit agreements. Notwithstanding what might be contained within the conditions of these agreements relating to impacts and benefits, rights and responsibilities, the proof is in the proverbial pudding. Without an obligation on all parties to fulfil their responsibilities to the commitments contained within the agreements, there is a risk that ultimately the power balance may be reinstated to haunt communities, landholders and councils. I requested a comment be included in the committee report identifying the value of performance guarantees being an intrinsic component of social impact statements and community benefit agreements. The need for performance guarantees was discussed at the hearing and the need was recognised by all including proponents, some of whom suggested they were ‘working on a proposal’ in this regard. Without performance guarantees, large corporations with all their resources, lawyers and experts are at a considerable advantage if the only recourse to landholders, councils and communities have in relation to the enforcement of their rights is by legal proceedings.

The components used in wind and solar farms have a finite life and at this stage are not easily repurposed or disposed of. To ensure, once again, that obligations and responsibilities of proponents are fulfilled upon decommissioning, conditions of approval should contain performance guarantees. I make no reflection upon the integrity of proponents nor their intention or internal operations; however, all agreements are open to interpretation and disputation and the 25-to-30-year expected life of these projects can see a lot of change.

Finally, I turn to the statement of reservation. The statement of reservation by the opposition members of the committee does not appear to reflect upon, expand or develop concepts arising from the evidence taken by the committee but it appears to be cloaked in Labor ideology. The position taken is hard to reconcile with the collegiate and collaborative approach fostered by the chair, Jim McDonald. It is as if the opposition were not even there or did not write the statement. I do hope the opposition members will reflect upon their role in the committee process as we have much to do in the future.

Turning to the statement itself, as previously stated, the committee held hearings in Rockhampton and Biloela. As an integral and central part of the committee inquiry into the bill—

(Time expired)

Mr DEPUTY SPEAKER (Mr Whiting): Thank you. Member, your time has expired.

Mr KEMPTON: I am out of time, sorry. We have missed the best bit!