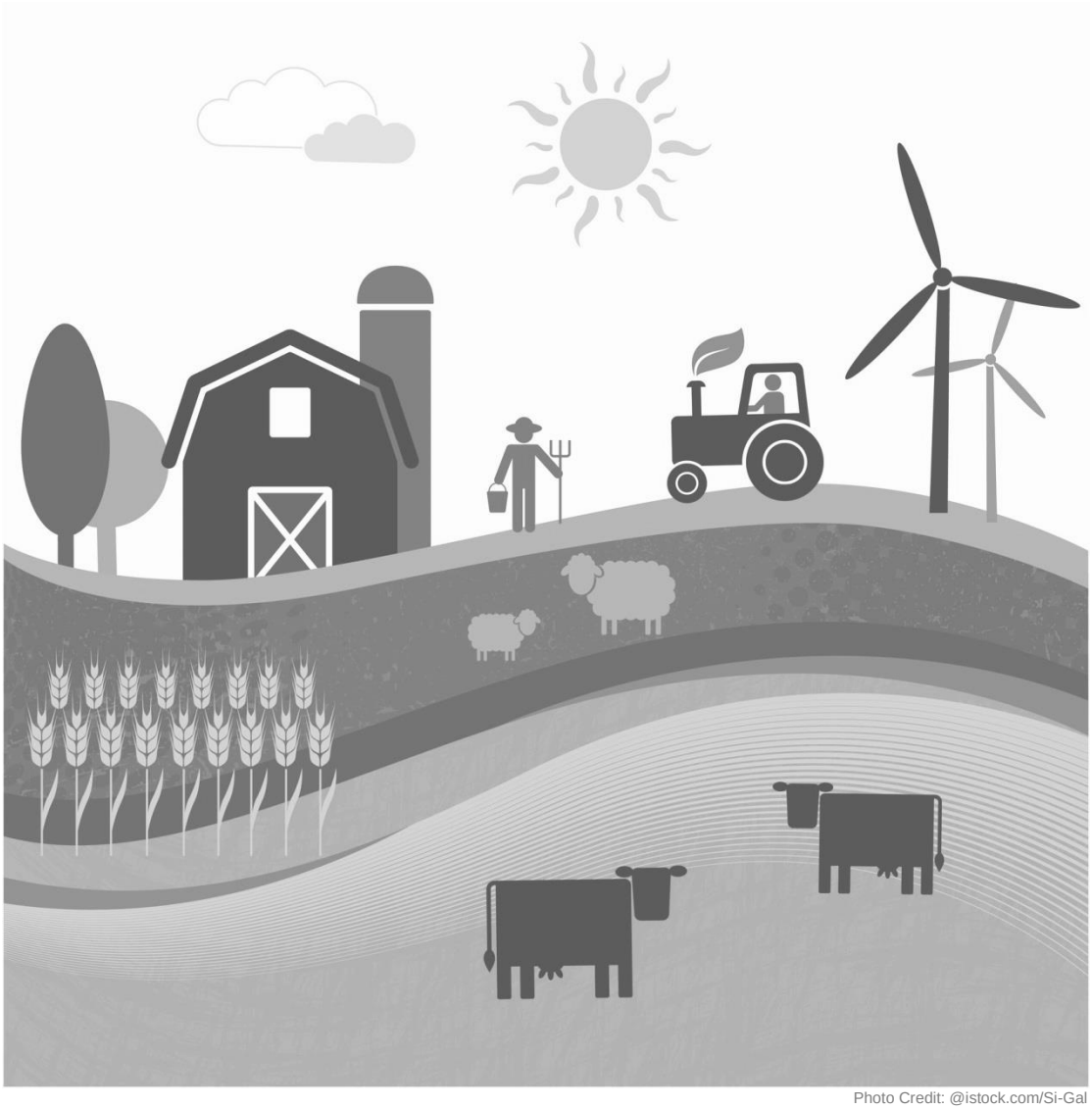

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Negotiating Renewable Energy Leases

Alberta Government

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Introduction

This guide is designed to assist Alberta landowners who have been approached by a renewable energy developer that is seeking to lease land for the development and construction of solar or wind energy power generation. The recommendations in this document are targeted towards lease agreements where the renewable energy developer owns and operates the technology and infrastructure, connects into the grid, and compensates the landowner for the use of the land. This guide is not intended for landowners who are purchasing and installing wind and solar power generation infrastructure for their own personal use. Landowners wishing to install wind or solar power generation infrastructure to meet their own electricity needs may wish to contact the Alberta Utilities Commission (AUC) for additional information.

Solar and wind leases provide an opportunity to contribute to greenhouse gas reduction and earn extra income from your land, but there are some important considerations that should be examined before finalizing an agreement. Some Albertans may have experience in negotiating leases with the oil and gas industry; however, negotiating a renewable energy lease is not the same.

If you are approached with a proposed wind or solar lease, it is important to remember that contracts are designed to meet the drafter's needs, not the landowner's. A landowner should take the time to fully understand the proposed agreement and ask questions to ensure nothing is missing.

Keep in mind that the developer's representative in a solar or wind negotiation is only representing one party. The developer's representative may be a licensed land agent, but at this time, there is no licensing requirement for renewable energy negotiations in Alberta. Consequently, the developer's representative is not accountable to the Standard of Conduct under the *Land Agents Licensing Act*. This is important because the Standard of Conduct requires land agents to act professionally, negotiate in good faith, and follow all laws and statutes. As a landowner, you always have the right to expect to be treated with respect and professionalism in negotiations concerning your land.

Currently there is no right of entry or expropriation process for renewable energy in Alberta. Participation in a wind or solar lease is 100% voluntary, and you are under no obligation to entertain a proposal. Agreements are negotiated bilaterally between the landowner and the renewable energy developer. If you decline interest, the developer may find an alternative location; however, the new spot may be located nearby, in which case you would experience the impacts without any offsetting revenue.

Having legal counsel review the proposed agreement is a good investment that could save you money and frustration in the long-term. An experienced lawyer can help ensure you fully understand the agreement and its potential risks. The FAO recommends having a lawyer review of the proposed contract prior to signing. The developer will often cover some of the legal costs where neighbouring landowners get together and retain a lawyer.

Questions to Ask During Negotiations

- **How much land will be needed?**
  Solar developments are typically more land-intensive than wind projects. The area of land required will depend on the size of the project being contemplated. On average, a solar project can require up to 7 acres for every megawatt (MW) of energy produced, whereas a wind project may require 1 acre for every 1 MW of energy produced.

  The land being utilized for a solar development will typically not be used for other purposes concurrently. Land used for wind power is considered dual use. A 100 MW (AC) wind farm may be stretched over many sections of land, but the land can continue to be used for grazing and cultivation. Although the total land area of a wind farm can be quite large, it is only a very small proportion of the land that is removed from agricultural use over the longer term due to the wind turbine pad, roads, or electrical substations.

  In either case, the developer may wish to maximize the amount of land leased to enable flexibility in their construction and project design. Contracts typically provide the developer with discretion on how the land will be used.

- **Should I notify my neighbours, or is that the responsibility of the developer?**
  Power plants, including wind turbines and solar projects, require an approval from the Alberta Utilities Commission (AUC). Power plants are defined to include facilities for the generation and gathering of electric energy from any source. For wind and solar projects, this also includes the collection system and the substation that feeds into the transmission or distribution system.

  Companies developing any power project must submit a formal application to the AUC for review. The AUC has the obligation to ensure that the delivery of Alberta's utility services takes place in a manner that is fair, responsible, and in the public interest.

  A developer must conduct a public involvement program to identify and inform potentially affected people who might be directly affected by the project. The AUC encourages potentially affected parties to participate to identify and resolve concerns. Guidelines for notification are outlined in AUC Rule 007 on the AUC website.

  A check and balance on the developer's public consultation process occurs once an application is received by the AUC, as a notice is mailed to people within 2 kilometers of the proposed plant. The notice includes key dates, contacts, and means for participation. The AUC will often conduct a public information session in the community near the proposed plant to outline public involvement opportunities and answer process-related questions.

  The FAO encourages landowners to discuss wind and solar lease opportunities with their neighbours at an early stage in negotiations, as development can impact adjacent properties in numerous ways:
    - Hunting is not compatible with power generation equipment and developers will often want a "no hunting" policy on the land. However, it may be possible to negotiate the ability to hunt on the project lands at times when it does not endanger the developer or interfere with the project's construction, operation, and maintenance.

- Aboveground and underground collection and transmission lines may be needed to tie into the grid. Project developers will require easements to place any collector lines on lands.
- Aerial spraying typically occurs on low wind speeds, whereas wind turbines operate at higher wind speeds. Aerial spraying would need to be coordinated with the wind farm owner.
- Noise can sometimes be a concern for neighbours. Similar to oil and gas, noise is regulated by the AUC for any power generation in Alberta. Please see AUC Rule 012 *Noise Control* for more information. All generators must comply with this rule and, in some circumstances, conduct post-construction noise monitoring.
- Development on adjacent property may face limitations in the future if the proposed project interferes with the solar or wind lease. Noise from wind turbines could limit the cumulative effect of noise in an area, thereby restricting incremental developments that would create further noise.
- Wind and solar developments can also have a visual impact on the lands, which can create a contentious relationship between neighbours.
- Local wildlife populations may be adversely affected.
- Shadow flicker of sunlight through wind turbine blades may create an annoyance factor for residences during certain times of the day.
- The reflection of sunlight from solar panels may cause concern in some circumstances.
- Neighbours may worry about property devaluation.
- Depending on construction and maintenance needs, local traffic may increase.
- Ice thrown from turbine blades can create a safety concern.

In some areas, landowners have opted to pool together and split compensation, recognizing that although the infrastructure may be on one person's land, the impacts are shared by multiple landowners in the vicinity.

- **How does the AUC make decisions on applications if my neighbours are concerned?**
  When considering a power plant application, the AUC must consider whether the construction and operation of the plant would be in the public interest, having regard to its social, economic and environmental impacts.

  The AUC will hold a public hearing when issues arising from an application cannot be otherwise resolved. A hearing brings together all parties that may be directly and adversely affected by an application to publicly express their views and present their evidence in support of, or in opposition to, an application.

  Participants in the hearing may represent themselves or retain legal counsel and technical experts. They may be reimbursed for reasonable expenses, subject to meeting the AUC's rule requirements and review. This funding is available to qualified local interveners to assist in developing the best quality intervener submissions for the AUC's consideration. You may wish to review AUC Rule 009 *Local Intervener Costs* for more information.

  The AUC typically issues a power plant decision within 90 days of the close of record for a public hearing. The AUC may approve the application, approve it with conditions, or

deny the application. Anyone may attend an AUC hearing as an observer. AUC decisions are posted on its website at www.auc.ab.ca.

- **How will access be handled?**
  Construction will include increased traffic in the area of the development. Access points and projected timelines should be determined for each stage in the agreement (i.e. construction access needs will differ from operation and maintenance needs). If the lease area is not near your home, the frequency of access may be of little concern, but if the lease area is near your residence (or your neighbour's residence), it may be beneficial to develop hours of entry for the construction and operations teams. Since there will be increased traffic during the construction stage, notification for each entry may not be ideal.

  When the developer applies to the municipality for a Development Permit, the impact on the county's road will be considered. A road use agreement with the county may be necessary.

  Temporary work space in the area surrounding the development will likely be required during the construction process. A separate agreement concerning temporary work space should be established between the developer and the landowner. The agreement should reflect timelines and criteria on how the land will be returned to the landowner.

  If existing roads owned by the landowner are being used, the landowner should get clarification on the projected traffic, impact to the road, and who is responsible for future maintenance. A road use agreement may be necessary. Compensation for using an existing road during the construction stage can be negotiated. Solar and wind developers wishing to use access roads owned by oil and gas companies are required to contact the company for their permission.

  If new roads were constructed, the developer would be required to abide with drainage requirements from Alberta Environment and Parks (AEP). Landowners often prefer low grade roads to help ensure that equipment can cross with ease. Some Alberta soil types are sensitive to traffic and construction activities. Options for low impact access, especially during inclement weather, should be incorporated when crossing or constructing on sensitive soils. Low grade roads may have a greater risk for the spread of noxious and prohibited weeds.

- **What other environmental approvals might be needed?**
  Under the *Water Act*, the Crown has ownership of all water and wetlands, even on private land. Alberta Environment and Parks (AEP) must be notified before any activity impacting wetlands or drainage occurs to ensure the proper authorizations are in place. An "activity" could include the creation of drainage ditches, construction of a road, or anything that alters surface drainage. It is the responsibility of the company to ensure all regulatory requirements and applicable AEP standards are followed.

  AEP also has guidelines that extend to wind and solar energy development's effect on wildlife and wildlife habitat. These can be found online at http://aep.alberta.ca/fish-wildlife/wildlife-land-use-guidelines/. These guidelines include, but are not limited to, the use of native grasslands. The guidelines serve as best management practices that help conserve native grassland resources and promote pre-disturbance planning to minimize impacts. AEP is developing a process for completing pre-site assessments for all

disturbances that could impact native grasslands. Future AEP directives will outline considerations for conservation and monitoring during a project's lifespan from an environmental perspective.

Wind and solar power were recently added to the *Environmental Protection and Enhancement Act* which, at the time of publication in February 2017, has received royal assent but has not yet been proclaimed. Once these changes are in force, AEP will have discretion to require an Environmental Impact Assessment (EIA) for a wind or solar development that produces more than 1 MW of electrical output. It is anticipated that an EIA would only be required in circumstances where the project:

- includes unproven technologies that may pose a risk to the environment or human health;
- is located in an area with high environmental sensitivity; or
- is met with significant public concerns related to environment aspects of the development.

- **Does the landowner incur any liability for trespassers or people getting injured during construction?**
  An agreement will generally indemnify the landowner from accidents and damages resulting from the development during its entire life cycle, including construction. What an indemnity clause does is shift the potential incurrence of cost in the event that there is a lawsuit. This is important to consider if you have other leases, crop tenants, or custom harvesters operating near the equipment. Indemnity clauses look different from contract to contract, so the FAO recommends getting legal advice to ensure the clause is suitable for your particular situation.

  A landowner can also ask to be named as an additional insured party on the insurance policy, which would mean that the insurance company would defend both the landowner and the developer in the event of an issue. A landowner should not hesitate to request clarification on what type of insurance the developer has in place and the coverage amount.

- **How long is the lease for?**
  Solar and wind energy leases can be registered as caveats on title. A lease gives the developer the exclusive and undisturbed right to use the lands for renewable energy development and installation of infrastructure. Easements are typically used for collector systems that tie the project into the grid.

  A lease is usually in place for 20-30 years, though it could be for longer. The timeframe is designed to match the anticipated lifespan of the equipment. A landowner may request a shorter period, but the company may be reluctant to agree if the timeline is too short, as it may not earn back its investment.

  A developer will want to determine if the site is viable before committing long-term, so they may utilize an "option to lease" to cover the initial 3-8 years of testing. If you sign an option to lease, you are bound for that period regardless of whether or not testing actually occurs. For wind energy developments, testing usually includes smaller turbines and meteorological towers to measure the wind speed, wind direction, barometric pressure, and temperature. Metrological towers can range in height from 60-100 meters.

When the option to lease ends, the renewable energy developer can choose to enter into a long-term agreement with the landowner, but they are under no obligation to do so. During negotiations, a landowner could request that the data derived during the testing and study period be provided to them if the project does not go forward. This information could be valuable if other companies approach you in the future.

Alternatively, some companies may ask for a right of first refusal. This means that if you were approached by another developer, the first developer would have the right to match the terms proposed by the other developer.

- **How does this new lease relate to my other leases, easements, and rights-of-way?**
  The renewable energy developer will examine other encumbrances on title, such as leases or rights-of-way for pipelines or well sites. Each licensed development has associated setbacks that will need to be observed. As a landowner, you should be aware of any other caveats on your land title and ensure that the developer has an understanding of the other infrastructure on the land. Be careful that you are not giving the operator the right to remove obstructions, unless you intend to do so.

- **Does the land need to be rezoned? Will this affect taxes?**
  The FAO recommends talking with your municipality before signing a wind or solar energy lease. The municipality may have bylaws on rezoning, building restrictions, etc.

  There also may be concerns that a landowner would become responsible for the payment of taxes if the developer becomes insolvent. Renewable power generation projects that have the ability to sell their electricity are assessed and taxed as linear property. If the developer was to become insolvent, the landowner would not become responsible for outstanding property taxes.

- **Does the land need to be rezoned? Will this affect taxes?**
  The FAO recommends talking with your municipality before signing a wind or solar energy lease. The municipality may have bylaws on rezoning or building restrictions that need to be taken into account.

  Some landowners have expressed concerns that they will become responsible for the payment of taxes if the developer becomes insolvent. Renewable power generation projects that have the ability to sell their electricity are assessed and taxed as linear property. If the developer was to become insolvent, the landowner would not become responsible for property taxes owing. This may not be the case with micro-generation for personal use.

- **Can I see the developer's studies regarding noise and the environment before construction?**
  The developer will be required to conduct studies done regarding noise, wildlife, and health for their application to the AUC. Forthcoming directives from AEP will outline the expected wildlife survey component and help ensure that the structure of these studies is consistent from company to company, while remaining adaptable to local conditions.

  Noise and environmental impact studies may not be available when the land is being secured. As a landowner, you may request that this information be provided for your review when it is completed. Having an "opt-out" clause in the agreement may provide

an avenue to exit the agreement if the impacts to the environment are more than you are willing to incur.

At a minimum, the contract should give the landowner the right to ask the AUC to put conditions on the underlying licence to protect their interests. Landowners should be aware that many contracts obligate the landowner to support the project in front of the AUC and to the developer's lenders.

- **How will the site be fenced?**
  Solar developments will typically have fencing around the development. It can be 6-8 meters in height. Meteorological towers for measuring the wind are typically guyed towers with fencing around the guy anchors on grazing lands. These towers may also be fenced off from cultivated lands. Constructed wind farms typically do not have fencing, as the turbine towers are off the ground and the doors are padlocked.

  The developer is responsible for any fencing costs, including replacement, during the life of the project. A landowner who owns cattle should also ask about gates, cattle guards, and future fencing needs. Maintenance and weed control near fence lines should also be discussed to ensure the landowner has input into the chemicals used and the timing of spraying.

- **How will the developer handle maintenance, both for the site and the infrastructure?**
  Solar and wind infrastructure require regular maintenance to ensure it continues to operate safely. Each turbine manufacturer will have specific maintenance requirements.

  A landowner and a renewable energy developer will usually work together to develop a protocol for access. The landowner may want to capture intervals for maintenance and any aspects of maintenance that are particularly important, such as biosecurity, in the lease agreement. Once the site is operating, it is too late to negotiate the intervals at which the company will visit the site to do inspections of the site and the equipment.

  The site itself will also require both planned and unplanned maintenance. How will fences, gates, and culverts be maintained? How often will fresh gravel be brought in? Clearing snow off of solar panels is an ongoing task that ensures the proper functioning of the site. The timely removal of snow in the winter and mowing of grass strips in warmer months is in the best interests of both parties. Some developers will allow sheep to graze below the panels to ensure the grass is kept tidy.

  Weed control can become a source of friction between companies, landowners, and adjacent property owners if it is not properly addressed. Weed control measures are usually identified in the lease agreement. The FAO recommends requesting clarification on how and when the developer will conduct weed control to determine what products will be used and how adjacent parties will be notified. The responsibility for weed control may be contracted back to the landowner to ensure the weed control measures are performed in a manner that is consistent with the rest of the land.

  Under the provincial *Weed Act*, if a company does not conduct adequate weed control, a municipality is allowed to issue notice to both the developer (lessor/occupant) and the landowner. If a developer does not conduct adequate weed control and is unresponsive

to notice for weed control, the landowner could ultimately bear the responsibility for the weed control costs incurred by the municipality.

Clubroot and other soil diseases are also becoming a greater concern in Alberta. We recommend that all landowners become familiar with the Clubroot Management Plan from Alberta Agriculture and Forestry. The basic standard is to request that large clumps of dirt be power washed off of vehicles and equipment prior to entering the land. Risk averse producers may wish to request additional protection with measures such as misting a disinfectant such as bleach or implementing footbaths for staff. Soil testing the locations under cultivation prior to construction can confirm the presence of clubroot, but it cannot definitively confirm its absence.

- **How does the developer plan to reclaim the site at the end of its life? What happens to the infrastructure if the developer becomes insolvent?**
  Bill 27 (the *Renewable Electricity Act*) added wind and solar power generation to the list of "activities" under the *Environmental Protection and Enhancement Act*. Bill 27 received royal assent in late 2016, but has not yet been proclaimed and come into force. Specific regulatory amendments under this Act concerning the reclamation requirements for wind and solar power generation developments have not yet been created. Any issues with site contamination as a result of spills are currently dealt with under existing *Environmental Protection and Enhancement Act* provisions.

  Until the regulations specific to wind and solar power decommissioning and reclamation are established, a landowner should negotiate thorough reclamation provisions in the lease agreement. In oil and gas, the goal is to restore the land to "equivalent land capability." The same will be expected for wind and solar leases when regulations come into place. This language is currently not reflected in most contracts.

  There are some aspects of reclamation that will likely not be addressed in the regulations. For example, when does the developer anticipate the site will be decommissioned and reclaimed? Will rentals be paid during decommissioning and reclamation even though revenue is not being earned? These questions should be discussed and incorporated into the lease agreement.

  Typically renewable energy developers reclaim the land and remove all infrastructure to below plow depth. For wind energy, it is normal to remove the underground infrastructure to 1 meter. The concrete foundations for a wind turbine can be as deep as 5-10 meters into the ground. Underground cabling between tower structures and substations should be considered in the infrastructure discussions. A landowner may wish to negotiate full removal if they have future plans for the land (or want to be courteous to future landowners). The lease will often provide that there will be no caveat on title after the project is reclaimed, so future landowners may be unaware that there are structures remaining below the surface.

  A landowner may wish to negotiate pre and post disturbance soil sampling upfront to gain a better understanding of the potential impacts of the construction and operation of the infrastructure. Having good baseline data can also help inform what measures the developer could take to ensure the soil remains healthy and productive while the site is operating. This information will help form a baseline if the land will be returning to agricultural purposes someday. Future regulations should help address what reclamation outcomes are expected for different land types. Some lease agreements

only provide for compensation on crop damages for one year after decommissioning – realistically, it may take much longer to meet equivalent land capability.

Unlike an oil and gas lease, a renewable energy lease gains value over time. Whereas an oil or gas well could be depleted after 25 years of operation, a solar or wind energy site may be considered "proven" and could be more valuable, even with aging infrastructure. Nonetheless, it is important to recognize the possibility of a developer becoming insolvent. At the present time, there is no industry or government-funded "orphan" program that would remove the infrastructure and reclaim a solar or wind lease belonging to an insolvent company.

Wind turbines and newer solar equipment enjoy reasonably long life spans. If a company was to become insolvent, equipment that remains valuable to the receiver may be salvaged and sold. A landowner should ask what would happen to remaining infrastructure in the case of insolvency. Is the landowner permitted to dispose of remaining equipment if the lease has become null and void? A landowner should be aware that removal of wind generation infrastructure can be a significant task.

A landowner should also be aware that there is no recovery of rentals process for unpaid surface lease rentals for renewable energy. If the developer becomes insolvent and defaults on payment, there is no recourse through the *Surface Rights Act* or the Surface Rights Board (SRB). Unpaid rentals would need to be settled through the court system, where the landowner would be considered an unsecured creditor, making it unlikely that any payment would be received. This is one of the key risks that should be considered in negotiations.

You may wish to try and mitigate your risk by researching the developer, getting referrals, and going with a company that is reputable, experienced, well-established, and licensed to operate in Alberta. However, the developer applying to the AUC may do the legwork of acquiring the sites and then sell the licence to another operator. Throughout the project's lifespan, the developer will have the right to sell or assign the property at their discretion unless the contract specifically states that landowner approval is needed beforehand. The sale of oil and gas sites faces restrictions under the Licensee Liability Rating (LLR) program, which assesses a company's assets in relation to its liabilities. No equivalent system for oversight exists for wind and solar companies.

- **When can the landowner terminate the lease?**
  The details associated with the termination of a lease are unique to each agreement. A lease is considered a civil agreement, which means that enforcement is through the courts, which can be costly. All agreements will include a dispute resolution clause, where the developer and the landowner will be required to go to mediation, arbitration or the courts to help resolve a dispute. The FAO recommends discussing options for dispute resolution and termination when legal advice is being sought during the negotiation stage.

  Most current contracts do not contain a provision allowing the landowner to terminate the contract. The FAO recommends asking for an "opt-out" clause in the agreement to capture circumstances under which the landowner may cancel the agreement. Note that the cancellation provisions for contracts under the *Fair Trading Act* do not apply to leases to wind and solar energy leases.

- **How will compensation be structured?**
  There is no provincially defined compensation structure for wind and solar leases. The structure outlined in the *Surface Rights Act* does not apply to wind and solar energy leases.

  The payment arrangement is entirely based on the negotiation between the landowner and the developer. In some areas, landowners have opted to pool together and split compensation, recognizing that although the infrastructure may be on one person's land, the impacts are shared by multiple landowners in the vicinity.

  Payment structures for compensation will vary from developer to developer. Options for payment could include fixed, fixed plus variable, or variable only. The FAO does not provide advice on compensation amounts, but does recommend negotiating compensation that has some fixed component, as compensation purely based on royalty production can be variable and initial estimates may be wrong. Since wind and solar energy depend on environmental conditions, using a fixed-plus-variable approach helps provide consistency for the landowner. It also helps align the interests of the parties, as both the landowner and the developer will have an interest in ensuring the site is functioning at its best capacity.

  A landowner should be wary of any condition that states that payments will start when the project construction is "complete." It is normal for fixed payments to be provided during the construction and reclamation periods.

  It is advisable to be realistic about the developer's initial proposal if they are promising a particular number of turbines, amount of electricity generated, or economic return. It is difficult for any developer to know exactly what the project proposal will look like until the testing is completed. The initial estimates may be attractive, but they may not be reflective of the final rental amount. Until the site is proven during the first few years, these numbers may be speculative high-level estimates and could be overstated. For wind energy developments, on-site meteorological testing can assist developers in understanding the potential for production.

  Since the *Surface Rights Act* does not apply to solar and wind energy leases, there is no built-in compensation review on the 5 year anniversary. Impacts can change over time, and it may be beneficial to include a clause on periodic renegotiation in the lease agreement. Many landowners find it convenient to include a built-in inflation factor in the compensation calculation.

  The landowner and the developer should also engage in a discussion on damages, and how any disputes around damages might be addressed (mediation or arbitration, or both). The SRB does not have any jurisdiction over solar and wind energy leases, so disputes over damages would ultimately need to be determined in the courts, where legal costs could exceed the original amount of damage.

- **How long do I get to review the proposal?**
  Participation in a wind and solar energy lease is voluntary and there is no right of entry process. If you do not negotiate quickly enough, the only risk is that the developer will find an alternate location. If you are feeling pressured by a developer, you should request at least 48 hours undisturbed to review the complete proposal. This gives

sufficient time to reflect on the proposal, get legal counsel, and discuss it with your neighbours. For oil and gas, this is a legislated requirement under the *Land Agents Licensing Act*, which currently does not apply to the negotiation of wind and solar leases.

- **Do I need to sign a confidentiality clause?**
  A lease agreement will normally include a confidentiality clause. This will limit your ability to share details of the agreement with your friends and neighbours. If you signed a confidentiality clause, you would need the developer's permission before bringing the issue to an advisor or an agency such as the FAO.

If you have any further questions, you may wish to contact the FAO through the Ag Info Centre by phone at 310-FARM (3276) or by email at farmers.advocate@gov.ab.ca.

This is a working document that will be updated on an ongoing basis. It was last updated February 1, 2017. We are open to feedback, comments, and suggestions.

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