



**LEGISLATIVE ASSEMBLY**  
FOR THE AUSTRALIAN CAPITAL TERRITORY

**SELECT COMMITTEE ON ESTIMATES 2024-2025**

Ms Nicole Lawder MLA (Chair), Ms Suzanne Orr MLA (Deputy Chair),  
Miss Laura Nuttall MLA

**ANSWER TO QUESTION TAKEN ON NOTICE  
DURING PUBLIC HEARINGS**

Asked by: Ms Nicole Lawder MLA and Ms Elizabeth Lee MLA

Addressed to: Minister for Climate Action

Reference: QTON taken at 2.26 pm

Hearing Date: 24 July 2024

QTON lodgement date: 24 July 2024

Answer Due Date: 30 July 2024

**THE CHAIR:** So another area of the contract which appears to be empty, Schedule 3 of the project agreement talks about the social license commitments associated with the battery, but the schedule is blank. So either there are no social licensed commitments, or you have allowed Macquarie to keep this secret. So what is the justification of keeping this part about social license commitments confidential? How can there be any accountability, for the public, for the \$400 million of this project when the proponents' obligations are secret, even social license commitments?

**Mr Barr:** Well to be clear, is it not \$400 million of taxpayer money, it is \$400 million of Eku's money, to be clear on that point. So let us not falsely describe the project and the question—

**MS LEE:** Well we do not know really because the support charge is confidential.

**Mr Barr:** I will ask officials—

**Ms Lloyd:** I can probably provide some information around the social license commitments. So under the agreement there is a requirement for Eku Energy to commit to engaging the community and also there is a financial commitment in terms of contribution that they make towards community projects or community initiatives, or there is a range of things that Eku Energy can choose to put that money towards. Those social license commitments have not been committed to as yet.

As part of the contract they are required to provide us with a social license plan, which sort of sets out their thinking and what they are intending to do and a plan for engaging in social license commitments. And we have received that plan under the contract requirements. In terms of their financial contribution and how they put that towards projects in the community, that work is still underway. The territory does regular meetings with Eku Energy. They provide updates across the whole project and periodically on what work they have done to progress their social license commitments.

Some meaningful community engagement that they have done so far—would you like me to sort of

go into the sorts of things that they have done to date on this project in terms of community engagement—

**MS LEE:** No, but—

**MS CLAY:** Chair, will we get any questions down this end this session?

**THE CHAIR:** Yes, I was just going to say, we have about two minutes left on this and then we will have to move on. So perhaps you could provide that to the committee on notice. Is there any last supplementaries on this?

**MS LEE:** Just on those social—and I know now. But they provided all the information that you need. But my question, I suppose, is but why was it confidential in the first place? So you have just confirmed that they were required to provide a plan. So obviously the contract was entered into without having that plan, in terms of what they were going to deliver under the social license part of it. Why was it kept confidential?

**Ms Lloyd:** I would have to actually—sorry, refer back to which parts of the contract were redacted and the reasons for the redaction. I am not—at the top of my mind, I do not actually know which parts were redacted. So I cannot—

**MS LEE:** Okay, so after I am talking specifically about Schedule 3 of the project agreement which lists social license commitments. So that part—

**Mr Barr:** Well, perhaps in the interests of time, we will take that on notice—

**THE CHAIR:** You could take that on notice—

**MS LEE:** On notice. Thank you.

**Mr Barr:** The answer to the Member's question is as follows:

1. Please find at [Attachment A](#), a summary statement outlining Eku's progress towards its social licence and community engagement commitments.
2. Publishing the social licence commitments too early could have complicated delivery for Eku Energy leading to higher risks for the ACT Government. For example, where a social licence commitment required the provision of an agreed sum of money to an agreed entity, publication of the social licence commitment would have provided significant leverage to that entity.

Eku Energy has advised that due to the advanced state of the project, this information is no longer commercially sensitive. Please find the information below.

# Project Agreement – Big Canberra Battery

## Schedule 3 Social Licence Commitments

### 1 Social Licence Commitments

#### 1.1 Partnering and funding research initiatives

BCB Co will:

- (a) partner with local Territory research institutions to maximise the impact of the Project for Territory;
- (b) provide \$500,000 in funding to the Battery Storage and Grid Integration Program at the Australian National University. This funding and associated research and development activities will better support the future uptake and integration of battery storage to accelerate decarbonisation within the ACT; and
- (c) provide \$500,000 to enhance community facilities nearby the Project.

#### 1.2 Partnering with local businesses and contractors

- (b) BCB Co will complete the Project in partnership with, and favour services of local businesses and contractors, including for design, grid connection and development work, specialist environmental and planning advice and procurement.
- (c) BCB Co must implement its commitments under this clause, where possible in a manner consistent with the Local IP Plan.
- (d) Within 10 Business Days of the End Date, BCB Co must provide to Territory a final report ("**Final Local IP Report**") that sets out its level of compliance with the commitments provided for in the Local IP Plan throughout the Term and which is accompanied by a statutory declaration stating the information provided in the Final Local IP Report is true and correct.
- (e) BCB Co must attend any meeting scheduled by Territory to review how its Local IP Plan is being implemented and advanced, and for this purpose, BCB Co must provide all information reasonably requested by Territory.
- (f) BCB Co's failure to comply, in whole or in part, with the commitments contained within the Local IP Plan may be a factor taken into account in the award of future contracts for Territory.

#### 1.3 Stakeholder engagement activity

BCB Co will:

- (a) manage and undertake stakeholder engagement activities to increase community understanding of and engagement in renewable energy projects in the ACT;

- (b) engage in meaningful and ongoing communication with the United Ngunnawal Elders Council and Indigenous Cultural Heritage Consultants to minimise and avoid the use of areas of cultural significance; and
- (c) engage and collaborate with local community groups to ascertain where the \$500,000 referred to in clause 1.1(c) of this Schedule is best allocated to share the benefit of hosting the electricity infrastructure in the community.

#### **1.4 Minimising environmental impact**

BCB Co will:

- (a) design and develop the Project to minimise its impact on the environment. This includes by avoiding areas of heightened environmental sensitivity, developing and adhering to a comprehensive environmental management plan and undertaking specialist environmental and biodiversity studies;
- (b) ensure its Subcontractors in respect of Construction Contracts work with its suppliers and strategic partners to ensure the Project meets the highest environmental standards including with respect to:
  - (i) recycling in an environmentally friendly manner; and
  - (ii) disposing items, if necessary,as part of a comprehensive product lifecycle concept; and
- (c) following de-energisation and disassembly of the Project, ensure that the battery cells are recycled.

#### **1.5 Indigenous Engagement**

In addition to the Social Licence Commitment in 1.3(b) above, BCB Co will:

- (a) publicly publish its Reconciliation Action Plan ("**RAP**") as a formal commitment to reconciliation with First Nations peoples;
- (b) allow its RAP to continue to be overseen by Reconciliation Australia; and
- (c) accelerate initiatives to ensure BCB Co is building an organisation that takes real steps towards racial equality and full inclusion for all people.

#### **1.6 Diversity & inclusion**

- (a) BCB Co understands that closing the energy sector's significant gender gap is key to a successful energy transition. BCB Co and its Subcontractors in respect of the Construction Contracts are dedicated to growing the diversity and inclusivity of its global team.
- (b) BCB Co's Subcontractors in respect of the Construction Contracts intends on integrating initiatives from the ACT Government's Second Action Plan 2020-22 ("**Plan**"), to support achieving equity, as well as encouraging its contractors to commit to the initiatives as well. BCB Co's EPC contractor intends to align its corporate citizenship towards the following focus areas in the Plan, fostering gender equality in Canberra workplaces, including through improved gender equality in leadership and workplace participation.

Approved for circulation to the Select Committee on Estimates 2024-2025

Signature: 

Date: **30. 7. 24**

By the Minister for Climate Action, Andrew Barr MLA

## Social and Environmental progress to date

Ref	Commitment	Current status
1.1	Partnering and funding research initiatives	Ongoing engagement between Australian National University and Williamsdale BESS Project Co Pty Ltd, including advancing discussion with the lead of ANU's Battery Storage and Grid Integration Program. Research focus areas have been agreed and the Grant Agreement proforma is under review.
1.2	Partnering with local businesses and contractors	<p>Construction contractor selection, for example Balance of Plant, includes requirements for local sourcing of sub-consultants, materials and services.</p> <p>Geotechnical works employed local contractors for the delivery of the works. The project's Development partner is based in Canberra employing local ACT staff and is continuing to provide ongoing support for the project.</p> <p>Williamsdale BESS Project Co Pty Ltd is specifically sourcing as many materials and goods for project development activities as it can from local ACT businesses. The Community Information Session held in March 2024 involved procurement of all goods and services from local suppliers in the Canberra and Tuggeranong/Royalla regions.</p>
1.3 and 1.5	Indigenous and stakeholder engagement activity	<p>Williamsdale BESS Stakeholder Engagement Plan has been finalised and is informing ongoing community and stakeholder engagement. A dedicated Williamsdale BESS Project website, email address and toll-free phone number has been established to support community and stakeholder engagement. Successful face-to-face Community Information Session were held March 2024, supported by print media advertising and letter box drops.</p> <p>Four Registered Aboriginal and Torres Strait Islander Organisations actively supported the project archaeological test pitting activities with the project Archaeologist in late February in line with ACT Heritage requirements. The Statement of Heritage Effects (SHE) finalised.</p>
1.4	Minimising environmental impact	<p>Ekü Energy has successfully registered with Reconciliation Australia to establish its Reflect Reconciliation Action Plan (RAP). Ekü's Internal RAP Working Group has identified a number of initiatives in support of submitting its RAP in late 2024.</p> <p>The design of the Williamsdale BESS actively seeks to minimize footprint and avoid areas of environmental sensitivity. With inputs from the planning consultant, the Balance of Plant Contractor has refined and optimised the final design and construction footprint and management practices.</p> <p>The noise impact assessment has been completed and endorsed by the Environment Protection Authority (EPA) to ensure compliance with relevant noise standards.</p> <p>Development Approval (DA) has been received. Any additional requirements of the DA will be performed in line with the DA Application and conditions of approval, which are included in the Project's Construction Environmental Management Plan and processes.</p>
1.6	Diversity and inclusion	<p>Ekü Energy and all its group companies are committed to workforce diversity, creating equity across systems, and fostering and advancing a culture of inclusion.</p> <p>Implementation of the Diversity, Equity and Inclusion (DE&amp;I) Policy sets out the principles and requirements by which Ekü Energy will enhance DE&amp;I throughout its organisation; including: establishment of a DE&amp;I committee, involving employees across the global organisation; launch of DE&amp;I awareness training to all employees and new starters; and, external partnerships with community organisations promoting or supporting DE&amp;I.</p>