

**LANDOWNER AGREEMENT**

CW\_CFL-3055\_01

BETWEEN

THE SECRETARY TO THE DEPARTMENT OF  
ENVIRONMENT, LAND, WATER AND PLANNING

- and -

WELLINGTON SHIRE COUNCIL

<b>INTRODUCTION</b>	<b>1</b>
<b>1</b> <b>DEFINITIONS</b>	<b>2</b>
<b>2</b> <b>INTERPRETATION</b>	<b>4</b>
<b>3</b> <b>COMMENCEMENT OF THIS AGREEMENT</b>	<b>5</b>
<b>4</b> <b>LANDOWNER'S SUCCESSORS TO BE BOUND</b>	<b>5</b>
<b>5</b> <b>OBLIGATIONS OF THE LANDOWNER</b>	<b>5</b>
<b>6</b> <b>EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER</b>	<b>8</b>
<b>7</b> <b>MANAGEMENT NOTICES</b>	<b>9</b>
<b>8</b> <b>COMPLIANCE WITH LAWS</b>	<b>9</b>
<b>9</b> <b>REPORTING</b>	<b>9</b>
<b>10</b> <b>NATIVE VEGETATION CREDITS</b>	<b>9</b>
<b>11</b> <b>INDEMNITY</b>	<b>10</b>
<b>12</b> <b>OBLIGATIONS OF THE SECRETARY</b>	<b>10</b>
<b>13</b> <b>TRANSFER OF LAND</b>	<b>11</b>
<b>14</b> <b>MONITORING AND INVESTIGATION</b>	<b>12</b>
<b>15</b> <b>DEFAULT</b>	<b>12</b>
<b>16</b> <b>COLLECTION, USE AND DISCLOSURE OF INFORMATION</b>	<b>12</b>
<b>17</b> <b>TERMINATION</b>	<b>13</b>
<b>18</b> <b>GENERAL</b>	<b>13</b>
<b>19</b> <b>GST</b>	<b>14</b>
<b>FIRST SCHEDULE AGREEMENT DETAILS</b>	<b>15</b>
<b>SECOND SCHEDULE MANAGEMENT PLAN</b>	<b>17</b>
<b>THIRD SCHEDULE LANDOWNER COLLECTION STATEMENT</b>	<b>40</b>

# Landowner Agreement

This Agreement is made on the ..... day of .....2018 between the Landowner specified in the First Schedule and the Secretary to the Department of Environment, Land, Water and Planning of the State of Victoria in respect of the Subject Land.

## INTRODUCTION

- 1 Native vegetation is described in Clause 72 of the Victoria Planning Provisions as *plants that are indigenous to Victoria, including trees, shrubs, herbs and grasses*.
- 2 Offsets for Native Vegetation removal may be required in order to comply with regulatory requirements, permits or approvals in Victoria, including the requirements of Victorian planning schemes and the *Planning & Environment Act 1987* (Vic). Permits issued under clause 52.16 or 52.17 of a Planning Scheme may require Offsets of the appropriate quantity (amount of gain) and attributes to be provided for Native Vegetation removal.
- 3 The Credit Register, maintained by the Department, records the ownership, trading and use of Native Vegetation Credits in Victoria. The Credit Register sets minimum standards for the establishment of credit sites and undertakes quality assurance to provide certainty that all Native Vegetation Credits meet minimum requirements for site eligibility, permanence and additionality, and are suitable as Offsets.
- 4 The Credit Register has developed a series of standard agreements to provide a consistent contractual framework for parties to establish and trade Native Vegetation Credits. These agreements include this Agreement; a Site Assessor Agreement between the Secretary and a Site Assessor; a Credit Trade Agreement between a Credit Owner (typically the Landowner) and a purchaser (with or without a Broker); a Broker Agreement between the Secretary and a Broker confirming a Broker's ability to act in a brokering capacity, an Over the Counter Credit Owner Agreement between a Credit Owner and a Broker.
- 5 This Agreement is made pursuant to Part 8 of the *Conservation, Forests and Lands Act 1987* (Vic). The Secretary and the Landowner have agreed to enter into this Agreement in order to protect and improve the extent and quality of Native Vegetation on the Site on an ongoing basis. This Agreement provides for a ten year Site Management Plan designed to improve the condition of the Site and to protect the Site in perpetuity.
- 6 The Landowner agrees to manage the Site in accordance with the Site Management Plan and to permit the Secretary to have access to the Subject Land for the purposes of evaluating the Site Management Plan and the Landowner's management of the Site.
- 7 The Landowner acknowledges that the purpose of this Agreement is to achieve the Management Commitments in order to improve the condition of Native Vegetation on the Site on an ongoing basis, and, in particular, to:
  - (a) conserve and enhance wildlife habitat on the Site;
  - (b) enhance the ecological significance of the Native Vegetation on the Site;
  - (c) improve the bushland and trees on the Site; and
  - (d) protect natural features on the site including rock formations, watercourses, lakes, ponds, marshes and other bodies of water on the Site.
- 8 The Landowner also acknowledges that this Agreement can be used to secure the right to trade Native Vegetation Credits via the Credit Register. The Landowner and the Secretary may execute other agreements which allow Native Vegetation Credits created by this Agreement (which remain unsold) to be sold to other persons via the Credit Register.

## **IT IS AGREED:**

### **1 DEFINITIONS**

**Allocated** in relation to a Native Vegetation Credit means that the Native Vegetation Credit has been attributed to a particular offset condition in order to satisfy requirements under a regulatory permit, approval, consent or authorisation for a philanthropic purpose, after which it cannot be sold or used for another purpose.

**Agreed Price** means the amount payable by a person who purchases Native Vegetation Credits under a Credit Trade Agreement.

**Agreement** means this Landowner Agreement and includes the schedules and any annexure to it or documents incorporated by reference.

**Annual Report** means a report provided to the Secretary within one year of the date of execution of this Agreement and prior to each anniversary of that date for each year thereafter for a period of ten years, in accordance with clause 9.

**Annual Payment Date** means the anniversary of the date of commencement on which the annual payment is due, continuing for the first 10 years of this agreement.

**Available Gain** means the estimated gain from security and management in the extent or condition of Native Vegetation on the Site as assessed by or on behalf of the Secretary in accordance with Department's Gain Scoring Manual and as recorded on the Credit Register as Credits.

**Biodiversity Assessment Guidelines** means the *Permitted clearing of Native Vegetation - Biodiversity assessment guidelines* dated September 2013

**Business Day** means a day which is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the Public Holidays Act 1993 (Vic)) in Victoria.

**Commencement Date** means the date of commencement of this Agreement specified in the First Schedule.

**Commonwealth Privacy Act** means the *Privacy Act 1998* (Cth), including the Australian Privacy Principles under that Act.

**Credit Owner** means the legal entity recorded as the owner of the specified Native Vegetation Credits on the Credit Register.

**Credit Owner Agreement** means the agreement executed by the Credit Owner and a person who has agreed to act as a broker under a broker agreement with the Department.

**Credit Register** means the Native Vegetation Credit Register, administered by the Registrar under the direction of the Secretary and any successor to it, which records all Native Vegetation Credits, ownership details of Native Vegetation Credits and whether they are allocated or unallocated.

**Credit Trade Agreement** means the agreement between the Landowner and a purchaser or the Landowner, a purchaser and a broker, which allows Native Vegetation Credits created pursuant to this Agreement to be sold via the Credit Register.

**Department** means the Department of Environment, Land, Water and Planning or its successor.

**Department Trust Account** means the bank account in which the Secretary holds funds from the sale of Native Vegetation Credits by the Landowner. The funds are held in trust for payments to the Landowner in accordance with this Agreement.

**Department Website** means the Native Vegetation Credit Register section of the website of the Department.

**Domestic or Feral Animal** means any animal that is not native fauna or livestock.

**Establishment of a Weed** means the stage of the weed's development at which it is able to reproduce.

**EVC** means an Ecological Vegetation Class as defined in the Guidelines.

**First Trade** means the first Credit Trade Agreement executed by the Landowner and a purchaser in respect of any Native Vegetation Credits created pursuant to this Agreement.

**Gain Scoring Manual** means the *Native Vegetation Gain Scoring Manual Version 2* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at commencement is <[www.delwp.vic.gov.au](http://www.delwp.vic.gov.au)>.

**Guidelines** means the *Guidelines for the removal, destruction or lopping of native vegetation* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at Commencement is <(www.delwp.vic.gov.au)>.

**Habitat Zone** means a habitat zone described in the Second Schedule.

**Information** means information, including Personal Information, relating to Landowners (or their directors and employees) which the State or the Department receives or has access to under this Agreement.

**Initial Payment** means the amount set out in Part A of the Third Schedule.

**Landowner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

**Landowner Collection Statement** means the statement set out in the Fourth Schedule.

**Landowner Agreement Fee** means the amount payable to DELWP in accordance with clause 5.1 and set out in the First Schedule.

**Management Action** means the works and other requirements to be carried out by the Landowner as specified in the Site Management Plan under the Second Schedule.

**Management Commitment** means the outcomes for the improved quality and extent of Native Vegetation on the Site to be achieved by the Landowner carrying out the Management Actions.

**Management Notice** means a notice issued under clause 7 of this Agreement.

**Minister** has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic).

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Native Vegetation** has the same meaning as in the Guidelines.

**Native Vegetation Credit** means a Unit listed on the Credit Register which may be unallocated and therefore available for sale, or allocated as an Offset, subject to the Rules.

**New Recruit** has the same meaning as in the NV Framework.

**NV Framework** means the *Native Vegetation Management - A Framework for Action* dated August 2002.

**Offset** has the same meaning as in the Guidelines or the NV Framework, as appropriate.

**Parties** means the Landowner and the Secretary.

**Periodic Report** means an additional report requested by the Secretary from time to time which relates to a specified period for the purpose of demonstrating compliance with the Agreement, including the Site Management Plan.

**Personal Information** means any information which is 'personal information' under the *Victorian Privacy Act 2000* or the *Commonwealth Privacy Act 1988*.

**Planning Scheme** means the Wellington Shire planning scheme made under the *Planning and Environment Act 1987* (Vic) which applies to the Subject Land from time to time.

**Regionally Prohibited Weed** or **Regionally Controlled Weed** have the same meaning as in the *Catchment and Land Protection Act 1994* (Vic).

**Revegetation** means any Native Vegetation established within the Site in accordance with the Second Schedule.

**Rules** means the Credit Register business rules, as amended from time to time and available from the Department at nativevegetation.creditregister@delwp.vic.gov.au.

**Second and Subsequent Trade** means the sale of Native Vegetation Credits created pursuant to this Agreement by the Landowner under a Credit Trade Agreement that is executed with a purchase at a time after the First Trade.

**Secretary** has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic), and, where the context requires, includes the Secretary's officers, employees, agents, contractors, invitees and licensees.

**Site** means that part of the Subject Land upon which the Site Management Plan is to be carried out as specified in the First Schedule.

**Site Assessor** means a person contracted by the Department to assess the Site for Available Gain and to assist with the development, review or update of the Site Management Plan pursuant to a Native Vegetation Credit Register Site Assessor Agreement.

**Site Management Plan** means the plan detailing the Management Actions to be carried out for a period of ten years and ongoing as specified in the Second Schedule and according to the timeframes specified for the purposes of achieving the Management Commitments.

**Specific Biodiversity Equivalence Unit** has the same meaning as set out in the Guidelines.

**State** means the Crown in right of the State of Victoria.

**Subject Land** means all those parcels of land containing the Site as identified in the First Schedule.

**Supplementary Planting** means any Native Vegetation (overstorey and/or understorey plants) established within a remnant patch Habitat Zone in accordance with the Second Schedule.

**Transferee** means a person to whom title to the Subject Land is transferred by the landowner upon a change of ownership, as recorded on a certificate of title for the Subject Land.

**Unit** means a Habitat Hectare, Medium Old Tree, Large Old Tree, Very Large Old Tree, New Recruit, General Biodiversity Equivalence Unit (also GBEU), Specific Biodiversity Equivalence Unit (also SBEU), General Habitat Unit (GHU) or Species Habitat Unit (SHU) as defined in the NV Framework, the Biodiversity Assessment Guidelines (2013), or the Guidelines (2017) and as amended from time to time.

**Victorian Privacy Act** means the *Privacy and Data Protection Act 2014* (Vic), including the Information Privacy Principles under that Act.

## **2 INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes a reference to each other gender;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.5 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Guidelines, or the NV Framework, it has the meaning as in the Guidelines, the *Conservation, Forests and Lands Act 1987*, or the NV Framework, as appropriate;
- 2.6 a reference to an Act, Regulation or a Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme;
- 2.7 the Introduction to this Agreement forms part of this Agreement;
- 2.8 in this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act. Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST;
- 2.9 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form but excludes a communication by electronic mail;
- 2.10 a reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

- 2.11 a *month* means a calendar month;
- 2.12 a reference to *dollars* or \$ is to Australian currency; and
- 2.13 a Site Management Plan may expressly provide for the Landowner to carry out any activity that would otherwise contravene clauses 5.8, 5.9, 5.10, 5.19 and 5.21.

### **3 COMMENCEMENT OF THIS AGREEMENT**

This Agreement commences on the Commencement Date.

### **4 LANDOWNER'S SUCCESSORS TO BE BOUND**

The Landowner agrees that this Agreement binds the Landowner and the Landowner's successors in title, and that section 72 of the *Conservation, Forests and Lands Act 1987* (Vic) as amended from time to time applies in perpetuity.

### **5 OBLIGATIONS OF THE LANDOWNER**

#### **Landowner Agreement**

- 5.1 The Landowner agrees to pay the Landowner Agreement Fee set out in the First Schedule to the Secretary within 12 months of the Commencement Date.
- 5.2 The Landowner agrees to comply with the terms of this Agreement and the Site Management Plan, which forms part of this Agreement.
- 5.3 The Landowner acknowledges and agrees that it has had the opportunity to obtain independent legal advice in respect of entering this Agreement.

#### **Management of the Site**

In relation to the Site, the Landowner covenants and agrees:

- 5.4 to complete the Management Actions for the purpose of achieving the Management Commitments, to the standards required by the Site Management Plan and to the satisfaction of the Secretary, regardless of whether all Native Vegetation Credits have been sold to other people. Where the Landowner has completed the Management Actions specified in the Site Management Plan to the satisfaction of the Secretary, but a Management Commitment is not achieved for reasons out of the control of the Landowner, the Secretary will not withhold any payment to the Landowner;
- 5.5 to allow the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees access to, and entry onto the Site in accordance with this Agreement or the *Conservation Forests and Land Act 1987*; and
- 5.6 to undertake the works required to implement the Site Management Plan in compliance with all relevant laws, regulations and statutes, including subordinate instruments and authorisation.

#### **Protection of Native Vegetation**

- 5.7 The Landowner must:
- 5.7.1 not cause or consent to the removal, destruction, lopping or any other interference with any Native Vegetation on the Site;
- 5.7.2 take all reasonable steps to ensure that no Native Vegetation on the Site is removed, destroyed, lopped or otherwise interfered with; and
- 5.7.3 subject to clause 6.4, not apply for, or consent to an application for, a permit under the *Planning and Environment Act 1987* (Vic) to remove, destroy or lop Native Vegetation on the Site.

#### **Protection of other habitat**

- 5.8 Subject to clauses 2.13 and 6.4, the Landowner must:

- 5.8.1 not cause or consent to the removal or interference with any rocks or fallen vegetation on the Site; and
- 5.8.2 take all reasonable steps to ensure that no rock or fallen vegetation on the Site is removed or interfered with.

#### **Exclusion of livestock**

- 5.9 Subject to clauses 2.13 and 6.4, and except as provided for in any Management Notice under clause 7, the Landowner must:
  - 5.9.1 not cause or consent to the introduction of any livestock on the Site; and
  - 5.9.2 take all reasonable steps to ensure that no livestock enter or remain on the Site.

#### **Introduction of animals other than livestock**

- 5.10 Subject to clauses 2.13, 5.11 and 6.4, the Landowner must:
  - 5.10.1 not bring, or consent to the bringing of, any Domestic Animal onto the Site; and
  - 5.10.2 take all reasonable steps to exclude any Domestic Animal that enters onto the Site.
- 5.11 The Landowner may bring domestic dogs on to the Site provided that any dogs so brought are under the immediate control of the Landowner or another person authorised by the Landowner at all times.

#### **Installation or upgrade of fencing**

- 5.12 This clause applies if the Site is adjacent to any land from which any stock or person (whether or not the person is in a vehicle):
  - 5.12.1 has ready access to the Site;
  - 5.12.2 is reasonably likely to have ready access to the Site; or
  - 5.12.3 becomes reasonably likely to have ready access to the Site.
- 5.13 If clause 5.12 applies, the Landowner must, subject to clause 6.4, ensure that there is adequate fencing and gates between the land and the Site so as to protect the Site from being readily accessible by stock or persons.
- 5.14 Subject to clause 6.4, any works required under clause 5.13 must be carried out:
  - 5.14.1 in the case of a site to which clauses 5.12.1 or 5.12.2 apply at the Commencement of this Agreement, within three months of the Commencement Date of this Agreement or at any earlier time specified in the Site Management Plan; or
  - 5.14.2 in any other case, within three months of any change in circumstance that creates a reasonable likelihood of any stock or person having ready access to the Site for the purposes of clause 5.12.3, or at any earlier time specified by the Secretary by written notice to the Landowner.

#### **Maintenance of fencing**

- 5.15 Subject to clause 6.4, the Landowner must maintain any fencing required by clause 5.10.2 or clause 5.13 in good repair and condition at all times.

#### **Statutory pest management obligations**

- 5.16 From the Commencement Date of this Agreement and on an ongoing basis, the Landowner must, in relation to the Site, ensure compliance with:
  - 5.16.1 the requirement to prevent the growth and spread of Regionally Controlled Weeds under section 20(1)(e) of the *Catchment and Land Protection Act 1994* (Vic);
  - 5.16.2 the requirement to prevent the spread of, and as far as possible, eliminate established pest animals under section 20(1)(f) of the *Catchment and Land Protection Act 1994* (Vic); and
  - 5.16.3 the requirement to eradicate Regionally Prohibited Weeds under section 20(1)(d) of the *Catchment and Land Protection Act 1994* (Vic).



### **Weeds identified in Site Management Plan**

- 5.17 The Landowner must, to the extent specified in the Site Management Plan, eradicate or prevent the growth and spread of any Weed or other plant as specified in the Site Management Plan.

### **Application of fertiliser**

- 5.18 The Landowner must:
- 5.18.1 not apply any fertiliser to any part of the Site;
  - 5.18.2 not consent to the application of any fertiliser to any part of the Site; and
  - 5.18.3 take all reasonable steps to ensure that fertiliser is not applied to any part of the Site.

### **Buildings and structures**

- 5.19 Subject to clauses 2.13, 6.4 and 5.20, the Landowner must:
- 5.19.1 not erect or place any building or structure on the Site; and
  - 5.19.2 take all reasonable steps to ensure that no building or structure is placed on the Site by any other person.
- 5.20 The Landowner may erect temporary structures on the Site as part of any grazing of livestock authorised under the Site Management Plan, consent under clause 6.4 or Management Notice under clause 7.

### **Alterations to the natural state of water bodies**

- 5.21 Subject to clauses 2.13 and 6.4, the Landowner must not cause or consent to, and must take all reasonable steps to avoid any occurrence of, any act which alters the natural state of, or the flow, supply, quantity or quality of, any body of water on to or from the Site.

### **Rubbish and other materials**

- 5.22 The Landowner must not cause or consent to, and must take all reasonable steps to avoid, the dumping of any rubbish or the storage of any materials on the Site.

### **Further restrictions on using the land**

- 5.23 Subject to clause 6.4, the Landowner must not cause or consent to any of the following, and must take all reasonable steps to ensure that the following do not occur on the Site:
- 5.23.1 the removal, introduction or disturbance of any soil, rocks or other minerals or the construction of dams or modification of existing dams;
  - 5.23.2 subdivision;
  - 5.23.3 the operation of any trade, industry or business;
  - 5.23.4 the recreational use of trail bikes or four wheel drive vehicles;
  - 5.23.5 the carrying out of any works on the Site other than those required by this Agreement or by law; and
  - 5.23.6 the carrying out of any other activities not consistent with the purposes of this Agreement.

### **Extractive industry and utility installations**

- 5.24 The Landowner must not permit, unless required by law:
- 5.24.1 the issue of any licence or approval for exploration, mining, extraction or production of gas, petroleum, minerals or other substances on the Site; or
  - 5.24.2 the installation of any transmission lines or other services or works on the Site.
- 5.25 The Landowner must bring this Agreement to the attention of any person who notifies the Landowner that they have applied for or will be applying for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2, and to any other person or body whose approval is required to take that action.

- 5.26 The landowner must notify the Secretary of any notification of an application for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2.

## **6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER**

The Landowner may be exempted from compliance with the obligations under clause 5 to the extent set out in this clause.

### **General exceptions**

- 6.1 The Landowner may remove, destroy or lop any Native Vegetation on the Site to the minimum extent that any such removal, destruction or lopping is necessary:
- 6.1.1 to keep vegetation clear of an electric line, provided that the removal, destruction or lopping is carried out in accordance with a code of practice prepared under Part 8 of the *Electricity Safety Act 1998* (Vic);
  - 6.1.2 to remove vegetation from an electricity supply easement in accordance with any code of practice prepared in accordance with Part 8 of the *Electricity Safety Act 1998* (Vic) in order to minimise the risk of bushfire ignition in the proximity of electric lines;
  - 6.1.3 to mitigate an immediate risk of personal injury or damage to property;
  - 6.1.4 as part of measures for the suppression of fire in emergency circumstances;
  - 6.1.5 to comply with a fire prevention notice issued under:
    - (i) section 41 of the *Country Fire Authority Act 1958* (Vic); or
    - (ii) section 87 of the *Metropolitan Fire Brigades Act 1958* (Vic); and
  - 6.1.6 to comply with a direction given under section 65 of the *Forests Act 1958* (Vic).
- 6.2 The Landowner must provide the Secretary with a written notice at least 7 days before removing, destroying or lopping any Native Vegetation under clauses 6.1.1 or 6.1.2.
- 6.3 The reference in clause 6.1.4 to measures for the suppression of fire in emergency circumstances does not include fire prevention works outside of emergency circumstances, such as planned burning or the construction of fire breaks.

### **Exceptions granted by the Secretary**

- 6.4 Upon application by the Landowner, the Secretary may, in the Secretary's sole discretion, exempt a Landowner from compliance with any of the following provisions of this Agreement:
- 6.4.1 clause 5.7.3;
  - 6.4.2 clause 5.8;
  - 6.4.3 clause 5.9;
  - 6.4.4 clause 5.10;
  - 6.4.5 clause 5.11;
  - 6.4.6 clause 5.12;
  - 6.4.7 clause 5.19;
  - 6.4.8 clause 5.21;
  - 6.4.9 clause 5.23; and
  - 6.4.10 clause 5.24.
- 6.5 An exception granted under this clause may be conditional and applies only to the circumstances described in the exception.

## **7 MANAGEMENT NOTICES**

- 7.1 Without prejudice to its rights under the *Conservation, Forests and Lands Act 1987* (Vic), the Secretary may from time to time issue in writing a Management Notice to the Landowner requiring the Landowner to carry out specified works or activities on the Site to secure compliance with this Agreement within a timeframe specified in the Management Notice.
- 7.2 The Landowner must at his or her own expense comply with, and carry out the requirements specified in, any Management Notice issued under clause 7.1.
- 7.3 A Management Notice under clause 7.1 may be issued:
- 7.3.1 in response to one or more statements contained in an Annual Report or a Periodic Report submitted by the Landowner under clause 9;
  - 7.3.2 following an inspection of the Site which identifies a need to carry out works or activities to secure compliance with this Agreement; or
  - 7.3.3 upon request by the Landowner.
- 7.4 Where a Management Notice has been issued under clause 7.3.1 or 7.3.2, the Secretary may withhold any payments and prevent the sale or allocation of any Native Vegetation Credits listed on the Credit Register under this Agreement until the Landowner has complied with the Management Notice.

## **8 COMPLIANCE WITH LAWS**

The Landowner must comply with all laws and the lawful requirements of any public authority in the carrying out of this Agreement.

## **9 REPORTING**

- 9.1 The Landowner covenants and agrees to submit an Annual Report to the Secretary, which sets out, among other matters:
- 9.1.1 progress under and compliance with the Agreement for the period since the previous Annual Report; and
  - 9.1.2 progress under, completed actions and compliance with the Site Management Plan for the period since the previous Annual Report.
- 9.2 The Secretary may require the Landowner to prepare a Periodic Report after the period during which Annual Reports are required under clause 9.1 if:
- 9.2.1 no part of the period specified by the Secretary for a Periodic Report falls within the 10 year period during which Annual Reports are required in accordance with clause 9.1; and
  - 9.2.2 the Secretary has not requested a Periodic Report from the Landowner more than twice in a ten year period before the date on which the Secretary requires a Periodic Report under this clause 9.2.

## **10 NATIVE VEGETATION CREDITS**

- 10.1 In relation to any Native Vegetation Credit established, created, issued or otherwise recorded pursuant to this Agreement, the Landowner covenants and agrees that:
- 10.1.1 the value of any Native Vegetation Credit depends on market conditions;
  - 10.1.2 the Secretary makes no promises in relation to the likely market value of a Native Vegetation Credit or that any offer will be made to purchase a Native Vegetation Credit; and
  - 10.1.3 once the Credit Register is amended to record that a Native Vegetation Credit has been traded to another person the Landowner cannot lay any further claim to the value of the Native Vegetation Credit.

## **11 INDEMNITY**

- 11.1 The Landowner hereby indemnifies the Secretary and agrees to keep the Secretary indemnified from and against all claims, demands, loss or damage which the Secretary may suffer or sustain in respect of:
- 11.1.1 the death or injury to any person or loss of or damage to property which is attributable to or is the result or consequence of the Secretary's access to the Subject Land or any part of the Subject Land for the purposes of this Agreement or the works and activities for which the Secretary is responsible under the Site Management Plan except to the extent that any such loss or damage is caused by or is attributable to any negligent act or omission of the Secretary; or
  - 11.1.2 any costs incurred by the Secretary in obtaining any remedy against the Landowner in respect of any contravention of this Agreement or the *Conservation Forests and Land Act 1987* (Vic).
- 11.2 The Landowner hereby acknowledges and agrees that:
- 11.2.1 the Secretary is not and will not at any time be construed as the employer or principal of the Landowner or any employees that the Landowner might have, for the purposes of any relevant legislation; and
  - 11.2.2 the Landowner is solely responsible and liable for making any payments in respect of superannuation, payroll or any other tax, WorkCover levy or any similar payments in relation to any employees that the Landowner might have.

## **12 OBLIGATIONS OF THE SECRETARY**

- 12.1 Upon commencement of this Agreement, the Secretary will record the value of the Available Gain as one or more Native Vegetation Credits on the Credit Register and assign that Native Vegetation Credit in favour of the Landowner.
- 12.2 The Secretary will maintain the Credit Register as an accurate record of all Native Vegetation Credits issued pursuant to this Agreement which shall be available to be searched by any person who may wish to purchase a Native Vegetation Credit.
- 12.3 The Secretary will record the sale of Native Vegetation Credits by the Landowner to another person in accordance with a Credit Trade Agreement and the rules of the Credit Register.
- 12.4 The Secretary will make payments into the Landowner's nominated bank account in accordance with clauses 12.7 and 12.11.
- 12.5 Notwithstanding clause 12.4, the Secretary will only be bound to make payments to the Landowner to the extent that:
- 12.5.1 Credits created pursuant to this Agreement have been purchased through the Credit Register; and
  - 12.5.2 monies have been paid to the Secretary in return for the Credits purchased.

### **Payment into Department Trust Account**

- 12.6 When the Landowner agrees to sell any Native Vegetation Credits created pursuant to this Agreement:
- 12.6.1 The Secretary, on receipt of the executed Credit Trade Agreement, will invoice the Purchaser of the Native Vegetation Credit for the agreed trade amount inclusive of GST.
  - 12.6.2 The Secretary will receive payment from the Purchaser and hold it in the Department Trust Account.

### **First Trade in relation to the Site**

- 12.7 Where the Landowner enters into a Credit Trade Agreement for the first time within 12 months of the Commencement Date of this Agreement, the Secretary will make the Initial Payment in Part A of the Third Schedule to the Landowner as soon as practicable after the execution of the Credit Trade Agreement and upon receipt of an invoice from the Landowner. The amount payable will be subject to any relevant conditions under clause 5.1.
- 12.8 Where the Landowner enters into a Credit Trade Agreement for the first time more than 12 months after the Commencement Date of this Agreement, the Secretary will pay to the Landowner as soon as practicable after execution of the Credit Trade Agreement, in accordance with Part A of the Third Schedule:

- 12.8.1 the Initial Payment;
- 12.8.2 the payment due in that year of the Landowner Agreement; and
- 12.8.3 all payments due for each preceding year of the Landowner Agreement.
- 12.9 All subsequent payments relating to the First Trade must be made by the Secretary, in accordance with Part A of the Third Schedule, as close as practicable to the Annual Payment Date.
- 12.10 Payments made by the Secretary to the Landowner under clauses 12.8 and 12.9 are subject to:
  - 12.10.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;
  - 12.10.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;
  - 12.10.3 any relevant conditions under clause 5.1; and
  - 12.10.4 the Landowner submitting a correctly rendered invoice.

### **Second and Subsequent Trades in Relation to the Site**

- 12.11 Where the Landowner sells any Native Vegetation Credits through a Second and Subsequent Trade, the Secretary must pay to the Landowner, as soon as practicable after execution of the Credit Trade Agreement and in accordance with Part B of the Third Schedule:
  - 12.11.1 the payment due in that year of the Landowner Agreement; and
  - 12.11.2 all payments due for each preceding year of the Landowner Agreement.
- 12.12 All subsequent payments relating to a Second and Subsequent Trade must be made by the Secretary, in accordance with Part B of the Third Schedule, as close as practicable to the Annual Payment Date.
- 12.13 Payments made by the Secretary to the Landowner under clauses 12.11 and 12.12 are subject to:
  - 12.13.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;
  - 12.13.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;
  - 12.13.3 any relevant conditions under clause 5.1; and
  - 12.13.4 the Landowner submitting a correctly rendered invoice.

## **13 TRANSFER OF LAND**

- 13.1 If title to the Subject Land is transferred from the Landowner to a Transferee, a Native Vegetation Credit created for the Site is transferred to the Transferee if that Native Vegetation Credit:
  - 13.1.1 is held by the Landowner immediately before the transfer; and
  - 13.1.2 has not been Allocated.
- 13.2 The Landowner must not trade and must not procure any other person to trade any Native Vegetation Credits created for a Site after the date on which the Landowner transfers title to the Subject Land to the Transferee.
- 13.3 The Landowner must immediately upon transferring title to the Subject Land to the Transferee notify the Secretary in writing of the transfer date, and the Transferee's name, address and contact details.
- 13.4 The Secretary will, as soon as reasonably practicable after receiving notification under clause 13.2 make all necessary recordings on the Credit Register to transfer any unallocated Native Vegetation Credits from the name of the Landowner into the name of the Transferee.
- 13.5 The parties acknowledge that on and from the date that the unallocated Native Vegetation Credits are registered in the name of the Transferee, the Transferee may trade unallocated Native Vegetation Credits in accordance with this Agreement and the rules of the Credit Register.

## **14 MONITORING AND INVESTIGATION**

- 14.1 The Landowner acknowledges the statutory powers of the Secretary under the *Conservation Forests and Lands Act 1987* and agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees can upon seven days' notice and at a reasonable time enter the Site to:
- 14.1.1 determine whether the Landowner has complied with this Agreement or the *Conservation Forests and Lands Act 1987*;
  - 14.1.2 verify information contained in an application for the creation of Native Vegetation Credits for the Site;
  - 14.1.3 verify information contained in an Annual Report or Periodic Report submitted under clause 9 of this Agreement; and
  - 14.1.4 determine whether a requirement of this Agreement has been breached or an offence against the *Conservation Forests and Lands Act 1987* has been or is being committed.
- 14.2 The Landowner agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees may collect information that may be used to determine whether there has been a breach of this Agreement or the *Conservation Forests and Lands Act 1987*.
- 14.3 The Secretary agrees to use reasonable endeavours to minimise inconvenience to the Landowner and to leave the Site as far as reasonably possible in the condition in which it was immediately before the inspection, subject to exceptions under clause 15.2.2.
- 14.4 The Landowner agrees not to hinder, intimidate or obstruct an inspection of the Site carried out under clause 14.1.

## **15 DEFAULT**

### **Breach by the Landowner**

- 15.1 If the Landowner defaults or fails to perform any of its obligations under this Agreement the Secretary may without prejudice to any other remedies vary or terminate this Agreement.
- 15.2 Without limiting the Secretary's powers under clause 15.1 or the *Conservation Forests and Lands Act 1987*, if the Landowner fails to comply with this Agreement and as a consequence of such failure to comply, the ecological condition of the Site is degraded:
- 15.2.1 the Secretary may demand the immediate reimbursement of any payments previously made to the Landowner under this Agreement; and
  - 15.2.2 the Landowner will be liable to compensate the Secretary for the reasonable cost of carrying out works to reinstate the condition of the Site to its condition prior to the relevant contravention of the Agreement, or to achieve an equivalent Available Gain in another location.
- 15.3 Without limiting the Secretary's powers under clause 15.1 or 15.2, if the Landowner fails to comply with this Agreement the Secretary may cancel the recording of any Native Vegetation Credit on the Credit Register, only to the extent that:
- 15.3.1 the Native Vegetation Credit relates to the Available Gain pursuant to this Agreement; and
  - 15.3.2 the Native Vegetation Credit remains assigned in favour of the Landowner.

### **Breach by the Secretary**

- 15.4 If the Secretary defaults or fails to perform any of the Secretary's obligations under this Agreement the Landowner may without prejudice to any other remedies apply to the Minister to vary or terminate this Agreement.

## **16 Collection, use and disclosure of Information**

- 16.1 Without limiting the Secretary or Department's other rights under the *Privacy and Data Protection Act 2014* or otherwise, the Landowner agrees that the Secretary and Department may collect, use and disclose Information

concerning the Credit Owner and (where relevant) its employees and directors in accordance with the Landowner Collection Statement.

- 16.2 The Landowner must provide copies of the Landowner Collection Statement to any of its employees or directors who disclose any Personal Information to the Secretary, the Department, or any broker or site assessor contracted to assist with the creation or sale of Native Vegetation Credits under this Agreement.

## **17 TERMINATION**

- 17.1 The Secretary may terminate this Agreement at any time by notice in writing to the Landowner if the Landowner breaches any obligations specified in clause 5 of this Agreement.
- 17.2 The Secretary terminates this Agreement in accordance with clause 17.1, the Secretary may, at his or her sole discretion, withhold from the Landowner any outstanding payments under this Agreement and subject to conditions under clause 15.2.
- 17.3 The Secretary and Landowner may terminate this Agreement at any time by mutual agreement in writing.
- 17.4 In the event that this Agreement is terminated, the Secretary is entitled to cancel the recording of any Native Vegetation Credit on the Credit Register.
- 17.5 The Secretary must, in cancelling this Agreement, apply to the Registrar of Titles to remove the record of this Agreement from any folio of the land register for land that is subject to the Agreement.

## **18 GENERAL**

### **Costs**

- 18.1 Each party shall bear that party's own legal costs in respect to the drafting, execution and stamping of this Agreement.

### **Service of Notices**

- 18.2 Any notice to be served under this Agreement shall be in writing and in English and shall be sufficiently served if sent by registered post addressed to the recipient or left:
- 18.2.1 in the case of the Secretary, at the Secretary's service address specified in the First Schedule;
- 18.2.2 in the case of the Landowner, at the address of the Landowner shown in the First Schedule;
- provided that any party may give notice of change of address to the other parties and the changed address so notified shall for the purpose of this clause stand in lieu of the address it replaces as from the date of its notification;
- 18.3 a notice sent by registered post shall be deemed to have been received on the seventh day after its posting.

### **Variations**

- 18.4 This Agreement may only be varied in accordance with the *Conservation Forests and Lands Act 1987* including by agreement between the parties.
- 18.5 An application by the Landowner to the Secretary to vary this Agreement must be made in writing.
- 18.6 If a proposed variation of this Agreement has the effect of reducing the Available Gain improvement or protections for Native Vegetation provided in this Agreement, the Secretary must not vary this Agreement unless as agreed by the parties.
- 18.7 No modification, variation or amendment of this Agreement agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

### **Review of decisions**

- 18.8 The parties acknowledge that the review mechanisms under the *Conservation Forests and Lands Act 1987* apply to this Agreement.

- 18.9 Without limiting the scope of the review mechanisms under the *Conservation Forests and Lands Act 1987*, if there is a dispute or difference between the parties arising out of or in connection with this Agreement, the parties agree that within five business days of a party notifying the other party in writing, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute or disagreement by joint discussions.
- 18.10 If the parties cannot reach agreement after following the procedure in clause 18.9, the parties agree to follow the review mechanisms set out in section 76 of the *Conservation Forests and Lands Act 1987*.

#### **No waiver**

- 18.11 Any time or other indulgences granted by the Secretary to the Landowner or any other variation of the terms and conditions of this Agreement or any judgment or order by the Secretary against the Landowner will not in any way amount to a waiver of any rights or remedies of the Secretary in relation to the terms of this Agreement.

#### **Severability**

- 18.12 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

#### **Governing Law**

- 18.13 This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria.

### **19 GST**

#### **Recovery of GST**

- 19.1 If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

#### **Liability net of GST**

- 19.2 Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

#### **Adjustment events**

- 19.3 If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

#### **Survival**

- 19.4 This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

#### **Definitions**

- 19.5 Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New tax System (Goods and Services Tax) Act 1999* (Cth)) have the same meaning in this clause.



## First Schedule AGREEMENT DETAILS

Date of Commencement of Agreement: \_\_\_\_\_ day of \_\_\_\_\_ 2018

### Secretary's Service Address

Name (or) Title of Office	The Secretary Department of Environment, Land, Water and Planning
Address	Level 2 – 8 Nicholson Street, EAST MELBOURNE VICTORIA 3002
Telephone / Mobile	(03) 9637 8721

### The Landowner

Name of Landowners	Wellington Shire Council
Mailing Address	PO Box 506, Sale, Victoria, 3850
Contact name of person who should receive correspondence	Theo Christopher (Coordinator Aerodromes)

### Details of land within which the Agreement applies

Property name	West Sale Airport
Property Address	2-6 Jackson Drive, Fulham, Victoria 3851

### Description of the Subject Land to which the Agreement applies

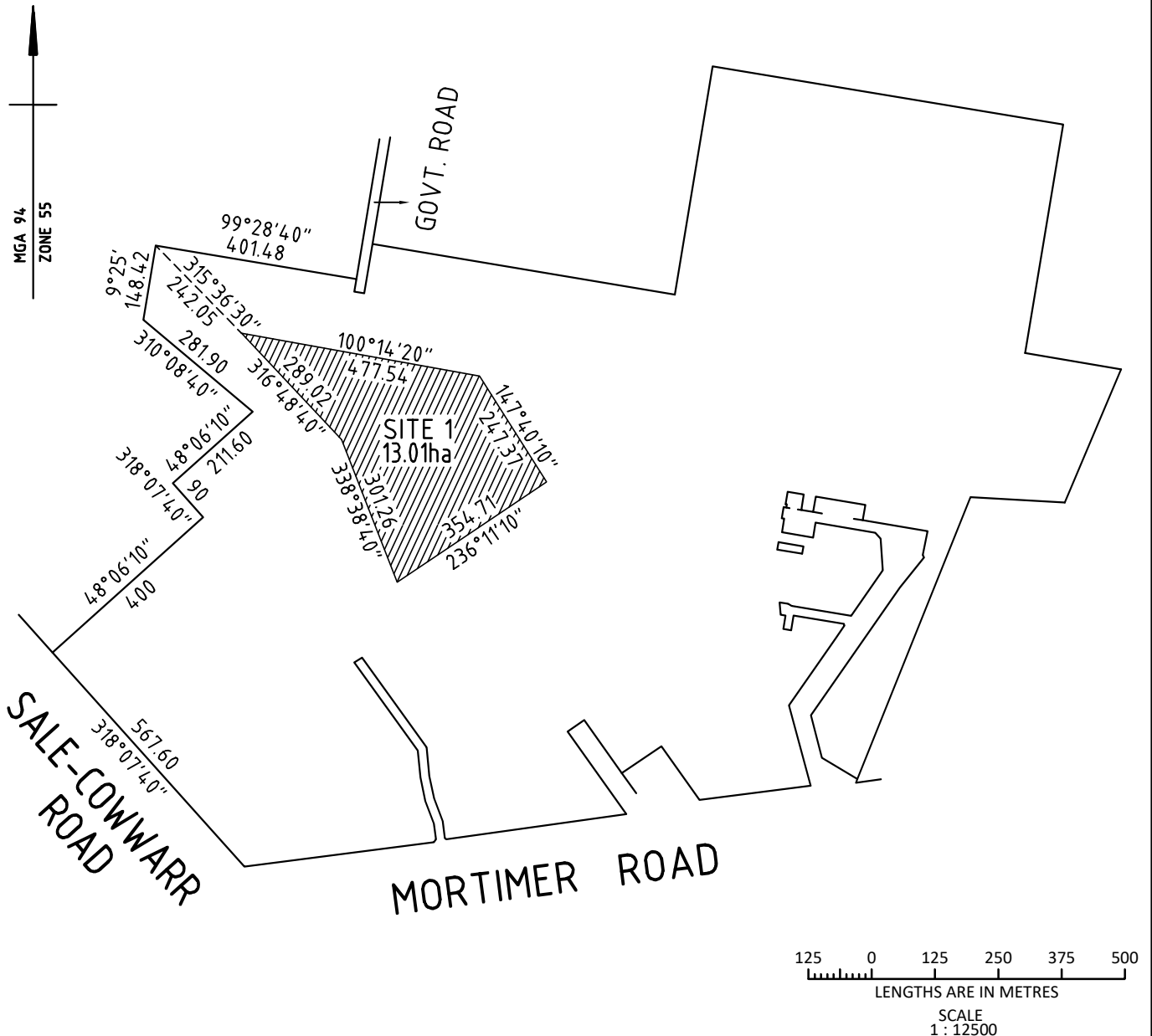
Site: CW-CFL-3055-01

Part of the land in Certificates of title set out on the Attached Plan

Volume	Folio	Parish	Area 13.0051 ha
11921	050	Wooundellah	
Allotment Lot 104 on Plan of Subdivision 704998R			

Landowner Agreement Fee: \$13,466 (GST Inclusive)

# SITE PLAN CFL-3055-01



PLAN FOR AGREEMENT PURSUANT TO  
s.69 CONSERVATION FORESTS & LANDS ACT 1987

PARISH OF WOOUNDELLAH

Legend



CFL-3055-01



**Beveridge Williams**

development & environment consultants

Sale ph : 03 5144 3877

SURVEYORS REF 1801145 V 1, DATE: 24/07/2018

TITLE REF: VOL. 11921 FOL. 050

LAST PLAN REF: PS 704998R (LOT 104)

SHEET 1 OF 1

## **Second Schedule** MANAGEMENT PLAN

## MANAGEMENT PLAN 1

### Credit Site Details

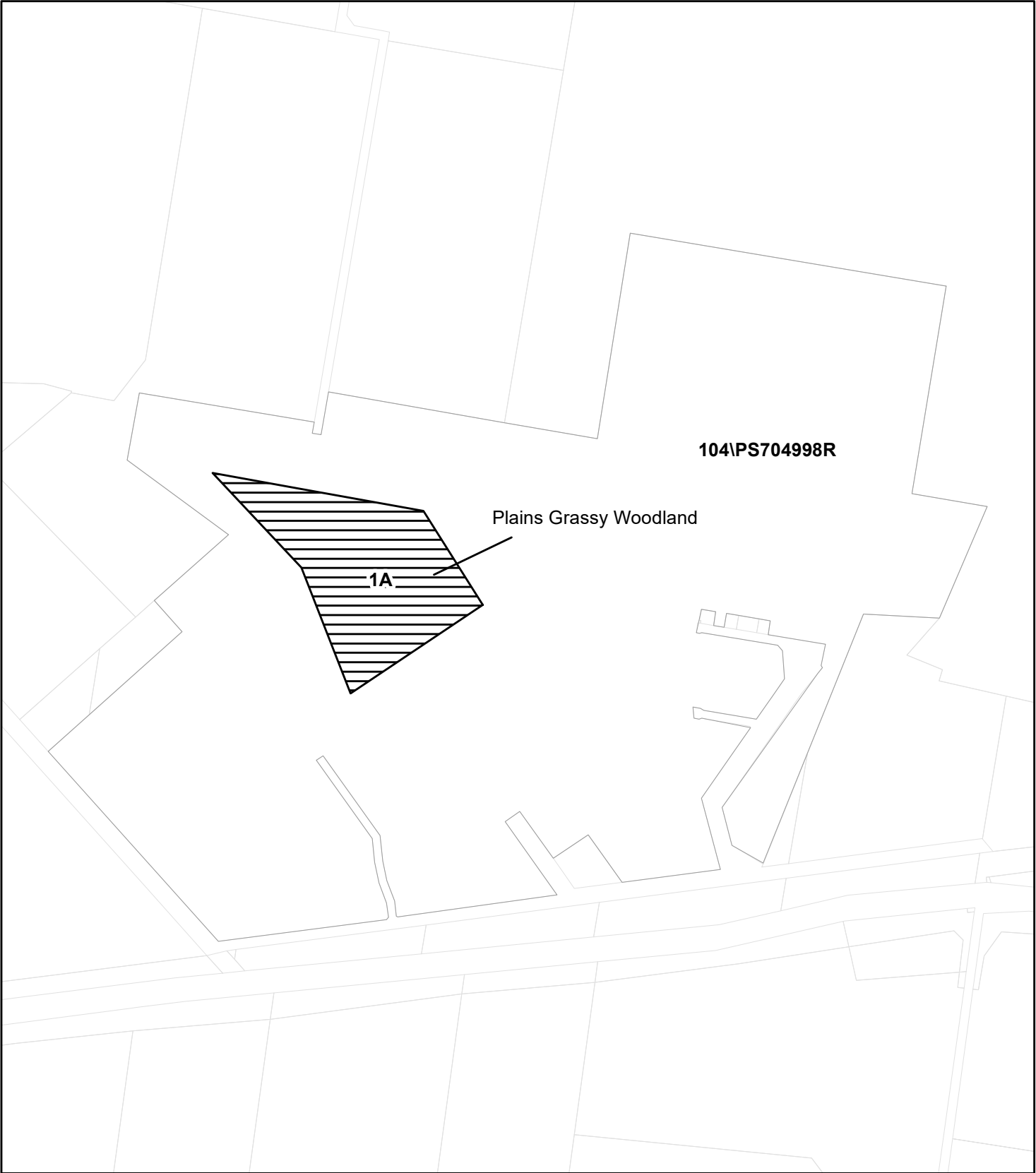
<b>Address of credit site</b>	West Sale Airport, 2-6 Jackson Drive, Fulham, Victoria 3851
<b>Land tenure</b>	Freehold
<b>Assessor details</b>	
<b>Site assessor</b>	Kerry Spencer
<b>Assessment date</b>	8/10/2017
<b>Credit details</b>	
<b>Credit identifier</b>	CFL-3055-01
<b>Number of sites(s)</b>	1
<b>Number of zone(s)</b>	1
<b>Total area of sites (ha)</b>	13.0051ha
<b>Asset type</b>	Remnant Patch




<b>Zone details</b>								
<b>Asset Type *</b>	RP							
<b>Zone number</b>	1A							
<b>Zone area (ha)</b>	13.0051							

\*Asset type = RP = Remnant Patch; ST = Scattered Tree

# Zone Plan

## CFL-3055 Site 01



<p><b>Habitat Zones:</b></p> <p>Site 1A </p>	<div data-bbox="678 1957 869 2004"><p>0 50 100 200</p><p>Metres</p></div> <div data-bbox="678 2089 1002 2161"><p>Prepared by: Kerry Spencer / Ethos NRM</p><p>Date: 06/08/2018</p></div> <div data-bbox="1481 1973 1501 2134"><p>N</p></div>
---	--

## Landowner's ongoing management commitments

---

From the commencement of the agreement, the landowner agrees to undertake the following management commitments in perpetuity:

Ongoing management commitments	
Zone(s)	Commitment
All	<p>From the commencement of the agreement the landowner must, for all vegetation types:</p> <ul style="list-style-type: none"><li>• control all high threats</li><li>• eliminate all woody weeds &lt; 1 % cover</li><li>• ensure that weed cover does not increase beyond the current level</li><li>• monitor for any new and emerging weeds and eliminate to &lt; 1% cover</li><li>• control rabbits</li><li>• manage all high threats</li><li>• exclude stock.</li><li>• undertake periodic biomass management at agreed timing/frequency.</li><li>• ensure that perennial weed cover does not increase beyond the current level</li><li>• ensure that annual weed cover does not increase beyond the current level.</li></ul>

## 10 year management commitments

The landowner agrees to undertake the following additional management commitments for a period of 10 years from the commencement of the agreement:

10 year management commitments	
Zone(s)	Commitment
	<ul style="list-style-type: none"> <li>eliminate all high threat weeds to &lt;5 percent cover (see Table 3)</li> </ul>

### Fencing

Threats including stock and unauthorised vehicle access must be excluded from the site at all times by adequate fencing around the property boundary.

Seven strand stock-proof fencing exists along the boundary of the property where it adjoins private land to the east, north and west. Cyclone wire fencing is present along southern boundary and also near airport buildings to the east.

Threats including stock must be excluded from the site(s) at all times. The intention of fencing is to protect the site(s) from threats. The location of fencing is not important as long as the site(s) are protected from all threats in perpetuity.

Vehicle movement near the offset area is only permitted by authorised Airport management or maintenance staff. There is a low risk of damage to the grassland area from vehicle (or aircraft) movement over the offset site or slashing of the edge of the offset site as. Fencing directly around the offset area is not an option as there are restrictions on the height of structures near the airstrip.

Ensure no vehicle movement over the offset area and establish site marking to identify the edge of the offset site.

Where fencing exists ensure all fencing around the perimeter of the property is maintained in good condition according to the standards detailed in BushBroker Information Sheet 12 - Standards for Management – Fencing, for the term of the contract.

**Table 1: Fencing method and timing**

Site(s)	Method	Location for fencing and length	Timing
All	Ensure no vehicle movement over the offset area and install markers around the perimeter of the offset area.	Entire perimeter of offset area.	Within 3 months from commencement of agreement.
Property boundary	Maintain fencing around boundary of the property in good condition according to the standards detailed in information sheet 12 * Standards for Management – Fencing. Conduct yearly monitoring to ensure all fencing meets the required standard.	Entire boundary around the property where fencing exists or is required	Ongoing

*\*DEPI 2013, BushBroker information sheet 12 – Standards for management – fencing. Department of Environment and Primary Industries, East Melbourne.*

## Woody weeds

### Elimination of all woody weeds

Two woody weed species were recorded within the offset site; Boxthorn and Blackberry. Boxthorn and Blackberry are listed as Regionally Controlled noxious weeds under the *Catchment and Land Protection Act 1994 (CALP Act)* within the West Gippsland CMA region. Landowners must meet their obligations under the *CALP Act* to prevent the growth and spread of Regionally Controlled weeds.

All woody weeds on site must be eliminated. Aim to eliminate all woody weeds listed in Table 2 by the end of the first year of management using the methods outlined in Table 2. Indigenous plants should not be impacted during treatment. Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).

Refer to BushBroker Information Sheet 8\* - Standards for Management – Weeds.

\*DEPI 2013, *BushBroker information sheet 8 – Standards for management – weeds*. Department of Environment and Primary Industries, East Melbourne.

### New and emerging woody weeds

Monitoring for new and emerging woody weeds should be conducted throughout the year for the term of the agreement, and any new and emerging woody weeds eliminated.

Refer to Information Sheet 8 - Standards for Management – Weeds

**Table 2: Woody weeds to be eliminated – method and timing**

Common name	Scientific name	Zone(s)	Method	Timing
Boxthorn	<i>Lycium ferocissimum</i>	All	Chemical Control – Foliar spray or cut and paint; Or handpulling for smaller plants.	Spring – Autumn
Blackberry	<i>Rubus fruticosus aggregate</i>	All	Chemical Control – Foliar spray or cut and paint; Or handpulling for smaller plants.	Spring – Autumn
		All	Monitor for and eliminate all new and emerging woody weeds	Ongoing



## Herbaceous weeds

### Elimination of all high threat herbaceous and grassy weeds < 5% cover:

Seventeen high threat herbaceous or grassy weeds were recorded within the offset site; Spear Thistle, St John's Wort, Brown-top Bent-grass, Hair Grass, Couch, Kikuyu, Toowoomba Canary Grass, Rat-tail Grass, Sweet Vernal Grass, Prairie Grass, Fleabane, Cocksfoot, Tall Fescue, Yorkshire Fog Grass, Paspalum, Dock and Blackberry Nightshade. All high threat herbaceous and grassy weeds within zone 1A must be reduced to less than 5% cover. Aim to reduce the cover of all high threat weeds listed in Table 3 to <5% by the end of the fifth year of management using the methods outlined in Table 3. Treat weeds before the plant has flowered and set seed. Indigenous plants should not be impacted during treatment.

St John's Wort and Spear Thistle are listed as Regionally Controlled noxious weeds under the CALP Act within the West Gippsland CMA region. Landowners must meet their obligations under the CALP Act to prevent the growth and spread of Regionally Controlled weeds. Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

### Control of all herbaceous weeds:

Ensure that weed cover does not increase beyond current levels. Weeds listed in Table 4 were found on site. These weeds should be monitored each year to ensure their cover is not increasing. Increasing cover of these weeds should be controlled using the methods outlined in Table 4. Treat weeds before the plant has flowered and set seed. Indigenous plants should not be impacted during treatment. Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

### New and emerging herbaceous weeds

Monitoring for new and emerging herbaceous weeds should be conducted throughout the year for the term of the agreement, and any new and emerging weeds eliminated. Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

**Table 3: High Threat herbaceous and target weeds to be reduced to 5% cover– method and timing**

Common name	Scientific name	Zone(s)	Method	Timing
Spear Thistle	<i>Cirsium vulgare</i>	All	Chemical control – foliar spray Spot spray or hand removal	Winter / Spring
St John's Wort	<i>Hypericum perforatum</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Brown-top Bent-grass	<i>Agrostis capillaris</i>	All	Chemical control – foliar spray Spot spray or hand removal	Winter / Spring
Hair Grass	<i>Aira spp.</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Couch	<i>Cynodon dactylon</i> var. <i>dactylon</i>	All	Chemical control – foliar spray Spot spray or hand removal	Winter / Spring
Kikuyu	<i>Pennisetum clandestinum</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Toowoomba Canary Grass	<i>Phalaris aquatica</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Rat-tail Grass	<i>Sporobolus indicus</i> var. <i>africanus</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Sweet Vernal Grass	<i>Anthoxanthum odoratum</i>	All	Chemical control – foliar spray Spot spray or hand removal	Winter- Spring

## Management Plan for Credit Site [CFL-3055-01]

Common name	Scientific name	Zone(s)	Method	Timing
Prairie Grass	<i>Bromus catharticus</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Fleabane	<i>Conyza spp.</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Cocksfoot	<i>Dactylis glomerata</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Tall Fescue	<i>Festuca arundinacea</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Yorkshire Fog Grass	<i>Holcus lanatus</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Paspalum	<i>Paspalum dilatatum</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Dock	<i>Rumex dumosus</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Blackberry Nightshade	<i>Solanum nigrum</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
		All	Monitor and eliminate all new and emerging herbaceous weeds.	Ongoing

**Table 4: Herbaceous weeds to be controlled – method and timing**

Common name	Scientific name	Zone(s)	Method	Timing
Sow Thistle	<i>Sonchus oleraceus</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Lesser Quaking-grass	<i>Briza minor</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Common Centaury	<i>Centaurea erythraea</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Large Quaking-grass	<i>Briza maxima</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Flatweed	<i>Hypochoeris radicata</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Cat's Ear	<i>Hypochoeris radicata</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Pimpernel	<i>Lysimachia arvensis</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Buck's-horn Plantain	<i>Plantago coronopus</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Ribwort	<i>Plantago lanceolata</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Onion Weed	<i>Romulea rosea</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Sheep Sorrel	<i>Rumex acetosella spp. Agg.</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn
Hare's Foot Clover	<i>Trifolium arvense</i>	All	Chemical control – foliar spray Spot spray or hand removal	Spring - Autumn

**Table 5: Total cover of herbaceous weeds in the Zone**

Zone(s)	Total cover of all herbaceous and grassy weeds (%) (including high threat herbaceous and grassy weeds)	Total cover high threat herbaceous and grassy weeds (%)
1A	20%	15%

## Pest animals

The *Catchment and Land Protection Act 1994* lists rabbits and foxes as established pest animals and requires that all landowners take reasonable steps to prevent the spread of, and as far as possible eradicate, established pest animals on their land.

Rabbit and fox activity, including diggings and scats were recorded on the property and within the offset site.

Rabbits should be monitored and controlled throughout the year. If rabbit activity is detected on the site use an integrated approach in accordance with BushBroker Information Sheet 7\* - Standards of Management - Rabbits, which would involve fumigation, hand collapsing of burrows and baiting. Remove any carcasses to prevent poisoning of native predators.

*\*DEPI 2013, BushBroker information sheet 7 – Standards for management – rabbits. Department of Environment and Primary Industries, East Melbourne.*

Foxes are a threat to native fauna and should be controlled if found on your property. Fox dens where present are required to be destroyed through fumigation and hand collapse.

Remove rubbish. Disperse artificial piles of logs and rocks that may be used as harbour by pest animals. Do not remove indigenous plants, fallen logs or rocks from the site.

Continue to monitor and control rabbits and foxes all year round as well as any new and emerging pest animals.

**Table 6: Pest animals to be controlled – species, method and timing**

Zone(s)	Common name	Method	Timing
All	Rabbits & Foxes	Fumigation and hand collapse of rabbit burrows and fox dens	Ongoing
All	Rabbits	Baiting	Summer/ Autumn
All	Rabbits	When baiting collect and dispose of carcasses to prevent poisoning of native predators.	Summer/ Autumn
All	Rabbits & Foxes	Remove or disperse surface harbour	Ongoing
All	Rabbits & foxes	Monitor and control	Ongoing
All	New & Emerging pest animals	Monitor and control	Ongoing

### **Biomass management for high rainfall plains grassland**

The underlying EVC at the offset site is Plains Grassy Woodland (EVC 55), however the site has been historically managed as a grassland since the early 1930's. Vegetation management has involved the ongoing removal of woody shrub and canopy tree species for compliance with Civil Aviation Safety Authority (CASA) aviation obstacle safety standards for operating airports.

The current structure and ecological function of vegetation within the offset site best fits the description of the Plains Grassland (EVC 132) due to; the lack of woody lifeforms, *Themeda* dominated grassy cover and diverse number of herbaceous species present. Restoration of the site to Plains Grassy Woodland is not feasible due to CASA airport height restrictions, hence the offset area is best managed as the Plains Grassland EVC. Ecological burning of grassland areas at the airport has occurred, albeit at irregular intervals, over the past 15 years.

Biomass within patches of high rainfall plains grassland should be managed through the implementation of ecological burning or slashing every 3-5 years. Ecological burning of this site last occurred in March 2016. The recommended approach for biomass reduction is that a mosaic approach is undertaken where no more than 50% of the site is burnt in one year and the entire area is burnt within a 3 to 5 year period. Monitoring should be used to inform the need for and application of a mosaic burning approach.

Biomass management is required to maintain inter-tussock spaces and prevent excessive competition to ground layer forbs. Biomass levels are required to be monitored annually for the percentage of inter-tussock space available for recruitment and germination of native forbs and grasses.

Any ecological burns are to be conducted during benign (low wind and mild temperature) weather conditions and largely in accordance with the principles of BushBroker information sheet 14\* – Standards for management. The landowner/manager is responsible for ensuring before any planned burning occurs the necessary permits are obtained.

Where slashing is used as a form of biomass reduction, it can only occur with strict weed hygiene and timed to reduce the likelihood of spreading introduced weeds across the site. Slashing can only occur in winter and grass must be slashed no lower than 10cm. Slashed material is required to be removed from the site.

**Table 7: Biomass management - method and timing**

Zone(s)	Method	Timing
All	Ecological burning or Slashing	Autumn or Winter at a 3-5 year interval. Complete first burn before end of year 3.

### **Annual Reporting**

This Landowner Agreement requires the landowner to submit a report annually for each year of the ten years of this management plan and thereafter at the reasonable request of the Secretary. Reports are to be submitted at least 2 months prior to the anniversary date of the execution of the agreement to allow time for compliance to be assessed before the anniversary date.

The Annual Report addresses progress against the commitments set out in this agreement. Annual Reports should provide enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of/progress against the commitments for each zone.

**Table 8: Management Actions Table**
**Year from Commencement: Year 1**

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	Restrict and prohibit vehicle access across offset site. Mark the perimeter of the Site 1 with suitably visible markers that meet CASA standards.	Table 1	Within 3 months of commencement of the agreement	No vehicle or machinery access over offset site. Visible to vehicles and aircraft and personnel. Compliant with Civil Aviation Standards.
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
<b>Woody Weeds</b>				
All	Monitor for and eliminate all woody weeds. Refer to Table 2 for list of woody weeds, their control method and timing of actions. Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).	Table 2	Refer to Table 2	Aim to eliminate all listed woody weeds by end of Year 1. <1% cover of all listed woody weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
<b>Herbaceous Weeds</b>				
All	Monitor for and reduce cover all high threat herbaceous and grassy weeds. Refer to Table 3 for list of high threat herbaceous and grassy weeds, their control method and timing of actions.	Table 3	Refer to Table 3	Aim to reduce the cover of all listed high threat herbaceous and weeds to <5% by end of Year 5. <5% cover of all high threat herbaceous and weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and control all herbaceous weeds. Refer to Table 4 for list of herbaceous weeds, their control method and timing of actions.	Tables 4 & 5	Refer to Table 4	No increase in cover beyond the cover listed in Table 5 for each Zone for all herbaceous weeds. Minimise off-target damage (avoid all native plants).
All	Monitor for and Eliminate all new & emerging herbaceous weeds.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10.
<b>Pest Animals</b>				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions.	Table 6	Refer to Table 6	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present.

## Year from Commencement: Year 1

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
				No rubbish. Minimal artificial piles of logs and rocks.
All	Monitor for and control rabbits and foxes.	n/a	Ongoing	Control numbers of rabbits and foxes.
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.
<b>Biomass Management for high rainfall plains grassland</b>				
All	Ecological burning or slashing of grassland.	Table 7	Autumn / Winter	Aim to complete biomass reduction across the entire site by end of year 3. Complete biomass reduction at a 3-5 year interval from date of last burn. Use monitoring to inform application of the recommended mosaic approach to burning where no more than 50% of the site is burnt in any one year.
All	Monitor biomass accumulation.	Table 7	Autumn / Winter	Annually.
<b>Annual reporting</b>				
All	Prepare and submit an annual report.	n/a	Submit at least 2 months prior to agreement anniversary date	Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement. Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone. Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report.

## Year from Commencement: Year 2

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	Restrict and prohibit vehicle access across offset site. Inspect markers and replace or repair as necessary.	Table 1	Summer, Autumn, Winter, Spring.	No vehicle or machinery access over offset site. Visible to vehicles and aircraft and personnel. Compliant with Civil Aviation Standards.
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
<b>Woody Weeds</b>				
All	Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).	Table 2	Refer to Table 2	<1% cover of all listed woody weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
<b>Herbaceous Weeds</b>				
All	Monitor for and reduce cover all high threat herbaceous and grassy weeds. Refer to Table 3 for list of high threat herbaceous and grassy weeds, their control method and timing of actions.	Table 3	Refer to Table 3	Aim to reduce the cover of all listed high threat herbaceous and weeds to <5% by end of Year 5. <5% cover of all high threat herbaceous and weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Control all herbaceous weeds. Refer to Table 4 for list of herbaceous weeds, their control method and timing of actions.	Tables 4 & 5	Refer to Table 4	No increase in cover beyond the cover listed in Table 5 for each Zone for all herbaceous weeds. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging herbaceous weeds.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10.
<b>Pest Animals</b>				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions.	Table 6	Refer to Table 6	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present. No rubbish. Minimal artificial piles of logs and rocks.



## Year from Commencement: Year 2

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor for and control rabbits and foxes.	n/a	Ongoing	Control numbers of rabbits and foxes.
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.
<b>Biomass Management for high rainfall plains grassland</b>				
All	Ecological burning or slashing of grassland.	Table 7	Autumn / Winter	Aim to complete biomass reduction across the entire site by end of year 3. Complete biomass reduction at a 3-5 year interval from date of last burn. Use monitoring to inform application of the recommended mosaic approach to burning where no more than 50% of the site is burnt in any one year.
All	Monitor biomass accumulation.	Table 7	Autumn / Winter	Annually.
<b>Annual reporting</b>				
All	Prepare and submit an annual report.	n/a	Submit at least 2 months prior to agreement anniversary date	Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement. Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone. Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report.

### Year from Commencement: Year 3

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	Restrict and prohibit vehicle access across offset site. Inspect markers and replace or repair as necessary.	Table 1	Summer, Autumn, Winter, Spring.	No vehicle or machinery access over offset site. Visible to vehicles and aircraft and personnel. Compliant with Civil Aviation Standards.
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
<b>Woody Weeds</b>				
All	Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).	Table 2	Refer to Table 2	<1% cover of all listed woody weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
<b>Herbaceous Weeds</b>				
All	Monitor for and reduce cover all high threat herbaceous and grassy weeds. Refer to Table 3 for list of high threat herbaceous and grassy weeds, their control method and timing of actions.	Table 3	Refer to Table 3	Aim to reduce the cover of all listed high threat herbaceous and weeds to <5% by end of Year 5. <5% cover of all high threat herbaceous and weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and control all herbaceous weeds. Refer to Table 4 for list of herbaceous weeds, their control method and timing of actions.	Tables 4 & 5	Refer to Table 4	No increase in cover beyond the cover listed in Table 5 for each Zone for all herbaceous weeds. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging herbaceous weeds.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10.
<b>Pest Animals</b>				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions.	Table 6	Refer to Table 6	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present. No rubbish. Minimal artificial piles of logs and rocks.

### Year from Commencement: Year 3

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor for and control rabbits and foxes.	n/a	Ongoing	Control numbers of rabbits and foxes.
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.
<b>Biomass Management for high rainfall plains grassland</b>				
All	Ecological burning or slashing of grassland.	Table 7	Autumn / Winter	Aim to complete biomass reduction across the entire site by end of year 3 using the recommended mosaic approach of burning no more than 50% of the site in one year.  Complete biomass reduction at a 3-5 year interval from date of last burn. Use monitoring to inform application of the recommended mosaic approach to burning where no more than 50% of the site is burnt in any one year.
All	Monitor biomass accumulation.	Table 7	Autumn / Winter	Annually.
<b>Annual reporting</b>				
All	Prepare and submit an annual report.	n/a	Submit at least 2 months prior to agreement anniversary date	Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement.  Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone.  Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report.

## Year from Commencement: Year 4

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	Restrict and prohibit vehicle access across offset site. Inspect markers and replace or repair as necessary.	Table 1	Summer, Autumn, Winter, Spring.	No vehicle or machinery access over offset site. Visible to vehicles and aircraft and personnel. Compliant with Civil Aviation Standards.
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
<b>Woody Weeds</b>				
All	Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).	Table 2	Refer to Table 2	<1% cover of all listed woody weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
<b>Herbaceous Weeds</b>				
All	Monitor for and reduce cover all high threat herbaceous and grassy weeds. Refer to Table 3 for list of high threat herbaceous and grassy weeds, their control method and timing of actions.	Table 3	Refer to Table 3	Aim to reduce the cover of all listed high threat herbaceous and weeds to <5% by end of Year 5. <5% cover of all high threat herbaceous and weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and control all herbaceous weeds. Refer to Table 4 for list of herbaceous weeds, their control method and timing of actions.	Tables 4 & 5	Refer to Table 4	No increase in cover beyond the cover listed in Table 5 for each Zone for all herbaceous weeds. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging herbaceous weeds.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10.
<b>Pest Animals</b>				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions.	Table 6	Refer to Table 6	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present. No rubbish. Minimal artificial piles of logs and rocks.

## Year from Commencement: Year 4

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor for and control rabbits and foxes.	n/a	Ongoing	Control numbers of rabbits and foxes.
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.
<b>Biomass Management for high rainfall plains grassland</b>				
All	Ecological burning or slashing of grassland.	Table 7	Autumn / Winter	Complete biomass reduction at a 3-5 year interval from date of last burn. Use monitoring to inform application of the recommended mosaic approach to burning where no more than 50% of the site is burnt in any one year.
All	Monitor biomass accumulation.	Table 7	Autumn / Winter	Annually.
<b>Annual reporting</b>				
All	Prepare and submit an annual report.	n/a	Submit at least 2 months prior to agreement anniversary date	<p>Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement.</p> <p>Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone.</p> <p>Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report.</p>

## Year from Commencement: Year 5

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	Restrict and prohibit vehicle access across offset site. Inspect markers and replace or repair as necessary.	Table 1	Summer, Autumn, Winter, Spring.	No vehicle or machinery access over offset site. Visible to vehicles and aircraft and personnel. Compliant with Civil Aviation Standards.
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
<b>Woody Weeds</b>				
All	Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).	Table 2	Refer to Table 2	<1% cover of all listed woody weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
<b>Herbaceous Weeds</b>				
All	Monitor for and reduce cover all high threat herbaceous and grassy weeds. Refer to Table 3 for list of high threat herbaceous and grassy weeds, their control method and timing of actions.	Table 3	Refer to Table 3	Aim to reduce the cover of all listed high threat herbaceous and weeds to <5% by end of Year 5. <5% cover of all high threat herbaceous and weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and control all herbaceous weeds. Refer to Table 4 for list of herbaceous weeds, their control method and timing of actions.	Tables 4 & 5	Refer to Table 4	No increase in cover beyond the cover listed in Table 5 for each Zone for all herbaceous weeds Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging herbaceous weeds.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10.
<b>Pest Animals</b>				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions.	Table 6	Refer to Table 6	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present. No rubbish. Minimal artificial piles of logs and rocks.

## Year from Commencement: Year 5

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor for and control rabbits and foxes.	n/a	Ongoing	Control numbers of rabbits and foxes.
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.
<b>Biomass Management for high rainfall plains grassland</b>				
All	Ecological burning or slashing of grassland.	Table 7	Autumn / Winter	Complete biomass reduction at a 3-5 year interval from date of last burn. Use monitoring to inform application of the recommended mosaic approach to burning where no more than 50% of the site is burnt in any one year.
All	Monitor biomass accumulation.	Table 7	Autumn / Winter	Annually.
<b>Annual reporting</b>				
All	Prepare and submit an annual report.	n/a	Submit at least 2 months prior to agreement anniversary date	<p>Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement.</p> <p>Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone.</p> <p>Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report.</p>

## Year from Commencement: 6 – 10

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	Restrict and prohibit vehicle access across offset site. Inspect markers and replace or repair as necessary.	Table 1	Summer, Autumn, Winter, Spring.	No vehicle or machinery access over offset site. Visible to vehicles and aircraft and personnel. Compliant with Civil Aviation Standards.
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
<b>Woody Weeds</b>				
All	Monitor for any re-sprouting or seedlings and eradicate (either spot spray or hand pull).	Table 2	Refer to Table 2	<1% cover of all listed woody weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
<b>Herbaceous Weeds</b>				
All	Monitor for and reduce cover of all high threat herbaceous and grassy weeds. Refer to Table 3 for list of high threat herbaceous and grassy weeds, their control method and timing of actions.	Table 3	Refer to Table 3	<5% cover of all high threat herbaceous and grassy weeds at the end of Year 10. Minimise off-target damage (avoid all native plants).
All	Monitor for and control all herbaceous weeds. Refer to Table 4 for list of herbaceous weeds, their control method and timing of actions.	Tables 4 & 5	Refer to Table 4	No increase in cover beyond the cover listed in Table 5 for each Zone for all herbaceous weeds Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new & emerging herbaceous weeds.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10.
<b>Pest Animals</b>				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions.	Table 6	Refer to Table 6	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present. No rubbish. Minimal artificial piles of logs and rocks.
All	Monitor for and control rabbits and foxes.	n/a	Ongoing	Control numbers of rabbits and foxes.



## Year from Commencement: 6 – 10

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.
<b>Biomass Management for high rainfall plains grassland</b>				
All	Ecological burning or slashing of grassland.	Table 7	Autumn / Winter	Complete biomass reduction at a 3-5 year interval from date of last burn. Use monitoring to inform application of the recommended mosaic approach to burning where no more than 50% of the site is burnt in any one year.
All	Monitor biomass accumulation.	Table 7	Autumn / Winter	Annually.
<b>Annual reporting</b>				
All	Prepare and submit an annual report.	n/a	Submit at least 2 months prior to agreement anniversary date	<p>Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement.</p> <p>Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone.</p> <p>Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report.</p>

### Third Schedule LANDOWNER COLLECTION STATEMENT

The Department and Secretary (we) collect your personal information (including your name and contact details) when you or a company of which you are an employee or director enquires about entering into an agreement to create Native Vegetation Credits (*Landowner Agreement*). We collect the information you provide to us and may also collect information about you from searches of public registers, other departments and authorities of the State of Victoria, and brokers or site assessors you engage in relation to entering into a Landowner Agreement.

We use your personal information to:

- 1 administer the Credit Register;
- 2 negotiate and administer this Agreement with you or a company of which you are a director or employee;
- 3 provide information in relation to the Subject Land, to brokers or site assessors engaged by you;
- 4 record Native Vegetation Credits on the Credit Register, including the Landowner's name, the location of the Subject Land and the name and contact details of the Landowner's employees or directors;
- 5 record any encumbrance in relation to the Native Vegetation Credits relating to the Subject Land on the Victorian Land Titles Register;
- 6 facilitate payments in relation to the Native Vegetation Credits in accordance with this Agreement;
- 7 monitor compliance by the Landowner with the terms of this Agreement and to enforce compliance with those agreements by the Landowner;
- 8 publish, whether on the internet or otherwise, all such information as is necessary to comply with the requirements of the contracts publishing system; and
- 9 as otherwise required or authorised by or under law.

We may disclose your personal information to:

- 1 potential purchasers of Native Vegetation Credits;
- 2 brokers or site assessors that you have engaged, for the purpose of providing services to you;
- 3 the Victorian Auditor General;
- 4 persons to whom the Department is required to disclose information under the *Freedom of Information Act 1982* (Vic);
- 5 IT Service providers engaged by the Department in relation to the Credit Register;
- 6 persons engaged by the Department to investigate compliance with this Agreement; and
- 7 the Victorian Auditor-General, if requested by the Auditor-General.

Your personal information may be disclosed and stored outside Victoria and Australia, including storage on cloud storage platforms and systems maintained by email service providers.

The Department may disclose to any person (including by publishing such information in a manner publicly available) the characteristics of the Native Vegetation Credits sold or the price at which the Native Vegetation Credits were sold, for any purpose including (without limitation) advertising or marketing other Native Vegetation Credits for sale or any program for the sale of Native Vegetation Credits. Any such disclosure will not disclose your name or contact details or the street address or title details of the land to which any relevant Native Vegetation Credit relates.

If you do not provide any of the information requested of you then you or the company of which you are an employee or director may not be able to enter into this Agreement.

You have a right to access any personal information held about you by the Secretary and the Department and brokers or site assessors. Sometimes there may be a reason why access will not be possible or refused.

In relation to any record of your personal information held by the Secretary, Department, brokers or site assessors, you can contact the Department's privacy manager at the details available here: <http://delwp.vic.gov.au/privacy>.

**Executed as a Deed**

**The Official Seal** of the **Secretary to  
the Department of Environment, Land, Water and Planning,**  
a body corporate established under the  
*Conservation Forests and Lands Act 1987* was affixed

on: ..... / ..... / 2018

by: ..... (signature)

..... (print)

Executive Director Biodiversity,  
pursuant to an instrument of delegation  
dated 29<sup>th</sup> October 2015

SIGNED, SEALED AND DELIVERED by  
Wellington Shire Council

.....(signature)

..... (print)

..... (date)

in the presence of:

..... (signature)

..... (print)

..... (date)