

BushBroker[®]

Frequently asked questions - Landowners

Information sheet No. 2

What is the Net gain approach?

Improving the quality and amount of native vegetation in Victoria is fundamental to fulfilling our expectations of a healthy and productive environment.

A 'whole of landscape' approach has been adopted to protect and restore native vegetation to ensure better biodiversity outcomes and achieve greater certainty and economic efficiency.

The Net gain approach to protection and clearing decisions at the on-ground level involves:

1. To **avoid** adverse impacts, particularly through vegetation clearance.
2. If impacts cannot be avoided, to **minimise** impacts through appropriate considerations in planning processes and expert input into project design or management.
3. Identify appropriate **offset** options.

Only after steps 1 and 2 have been taken should offsets be considered. BushBroker provides a system to assist in generating and sourcing Native Vegetation Credits for offsets.

What is an offset?

A native vegetation offset is any works, or other actions to make reparation for the loss of native vegetation arising from the removal or destruction of native vegetation. The gains achieved must be permanent and on-going, and linked to a specific clearing site.

In most cases, the clearing of native vegetation that requires planning approval must be offset by a gain elsewhere. Offsets are permanently protected and linked to a particular clearing site.

Offsets can often be generated on the permit holder's own property (this is called a first party offset). But there are situations where this is not possible. For example, where there is no suitable site on the property or the permit holder is not able to manage the native vegetation in the long-term.

What is a Native Vegetation Credit?

A Native Vegetation Credit is a gain in the extent and/or quality of native vegetation relevant to a specific native vegetation asset that is subject to a secure and ongoing agreement and is registered on the Native Vegetation Credit Register.

What is the Native Vegetation Credit Register?

The Native Vegetation Credit Register is a statewide Register maintained by the State of Victoria. It provides an authoritative record of Native Vegetation Credits, ensuring that all credits meet the rules and standards required to enable them to be used as an offset.

The Native Vegetation Credit Register records the identification, number, type, extinguishment, cancellation and change of name against Native Vegetation Credits. These details are issued as a Native Vegetation Credit Extract.

What is BushBroker and the BushBroker Database?

BushBroker facilitates the location of sites that could generate Native Vegetation Credits. These could potentially be used as offsets, on different properties to where the native vegetation is being cleared (this is called a third party offset). Details of these sites are maintained on the BushBroker Database.

For permit holders, this provides a simple and secure process for locating third party offsets (subject to approval from the responsible authority). The system can also reduce transaction costs associated with finding offsets.

From a landowner's perspective, the BushBroker process represents an opportunity to improve biodiversity on their property, as well as to potentially generate a new income stream from their native vegetation.

BushBroker also offers benefits to local government through reduced administrative costs.

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Is there a minimum size for a site to be eligible for BushBroker?

No, there is no minimum size to be eligible for BushBroker. The program is aimed at protecting, maintaining and improving any native vegetation for the purpose of providing offsets for native vegetation clearing.

I am leasing the property, can I sign a BushBroker Landowner Agreement?

No, only the landowner can sign the BushBroker Landowner Agreement (Landowner Agreement) as the Landowner Agreement will be registered on the property title and will be in place in perpetuity.

My property includes Crown land, is this land eligible for BushBroker?

No, only those parcels of land owned by you as the landowner can be included in BushBroker. Only the landowner can sign a Landowner Agreement.

Crown land held under a committee of management is not eligible.

I've got a Conservation Covenant, does this qualify as one of the requirements of a Native Vegetation Credit?

A Trust for Nature Conservation Covenant (established under the *Victorian Conservation Trust Act 1972*) may be substituted for the ongoing site use and maintenance commitments in the standard Landowner Agreement, providing it is consistent with the management requirements of registering on the Native Vegetation Credit Register.

If you have an existing Conservation Covenant, a BushBroker Project Officer will request a copy of your Conservation Covenant agreement to check the conditions included in that agreement. If the existing Conservation Covenant does not meet the requirements for the Native Vegetation Credit Register, you will be required to sign a s69 of the *Conservation Forests and Lands Act 1987*

Landowner Agreement with the Secretary of the Department of Sustainability and Environment (DSE). This will ensure the required management commitments and actions to qualify your site as Native Vegetation Credits are delivered. An existing Conservation Covenant may reduce the potential Native Vegetation Credits which can be generated on the site.

If I sign a BushBroker Landowner Agreement, does the land title change ownership?

No, the land title remains in your ownership and is not transferred to another party.

I have a BushTender, PlainsTender, CarbonTender or similar agreement covering a site, can I participate in BushBroker?

Yes, generally, it is preferred that you complete your obligations under your existing agreement before being eligible to register your site on the BushBroker Database.

However, if you choose to break the existing agreement, you may be required to repay all of the costs associated with your existing agreement. An existing agreement may reduce the potential Native Vegetation Credits which can be generated on the site.

In the meantime you could participate in BushBroker using another site on your property which is not under any agreement.

I am currently doing my own conservation work on my property, will this be eligible?

If you have made significant efforts in managing the native vegetation on your property you can benefit from participation in BushBroker. Part of the value that BushBroker places on sites is due to the quality of the vegetation. If your site is already being actively managed, the quality of the vegetation is likely to be higher.

Management commitments specified in the Landowner Agreement are only for work over and above any pre-existing obligations. Obligations that exist under other management agreements will not be included, but conservation work being undertaken by you through your own initiative can be included.

Can I apply for public funds from other sources?

Landowners who sign the Landowner Agreement will not generally be eligible to receive further funding through any other publicly funded assistance program for that site.

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Can I get rate relief for my BushBroker site?

No, BushBroker will not support applications for rate relief. It is assumed that you have considered all the costs associated with the management and protection of your site in the price you negotiate for your Native Vegetation Credits with a permit holder. You should consider the costs of rates when developing your price.

What if I change my mind?

You can withdraw from the BushBroker program, up until the signing of the Landowner Agreement; however you will not be eligible for a refund of any fees.

The management actions in the Landowner Agreements can be varied with the written consent of both parties (i.e. the landowner and the Secretary of DSE). In general, only actions that lead to an equal or improved outcome will be considered.

What happens at the end of the ten-year Management Plan period?

As the Landowner Agreement is registered on title over your site(s), you and all your successors will be required to continue the land use commitments made under the Landowner Agreement and to protect and maintain the native vegetation in perpetuity. You may be able to sign a new Landowner Agreement for additional actions on the site, however potential Native Vegetation Credits will be limited by the existing Landowner Agreement.

When will I be paid?

You will receive a proportion of the total agreed price once all parties have signed the Landowner and BushBroker Credit Agreements. You must then submit annual reports against the management commitments and actions in your Landowner Agreement. Should you meet the required commitments and management actions, you will be paid over the next ten years a percentage of the total agreed price, as per the payment schedule in your Landowner Agreement (third schedule). You will be paid annually on the anniversary of signing your Landowner Agreement.

For more information on the annual reporting, please refer to BushBroker Information Sheet No. 18 - *Annual reporting*.

I would like to know more about the biodiversity values on my property.

A BushBroker Project Officer will provide you with a range of information about the biodiversity values on your BushBroker site(s). The site assessment does not involve the collection of a species list or a comprehensive fauna survey, however, the BushBroker Project Officer will make observations during the assessment that may interest you. They can also provide you with advice on where to obtain further information or assistance.

Can I remove vegetation on my BushBroker site for fire fighting measures?

Landowners are not permitted to remove, destroy or lop native vegetation under a Landowner Agreement. However the Secretary of DSE acknowledges that compliance with the prohibitions and restrictions on native vegetation removal specified in the Landowner Agreement may be waived to the minimum extent necessary in the following circumstances:

- If the removal, destruction, or lopping of native vegetation is necessary for fire fighting measures. or
- If the removal, destruction or lopping of native vegetation is in accordance with a fire prevention notice under:
 - s65 of the *Forests Act 1958*; or
 - s41 of the *Country Fire Authority Act 1958*.

Most Landowner Agreements will avoid areas which have current exemptions relating to vegetation removal for fire fighting measures.

In some cases, biomass may be considered an issue and management prescriptions will be included in a Landowner Agreement if this is the case.

Landowners should consult with a BushBroker Project Officer before undertaking any actions which are not otherwise outlined in a Landowner Agreement. Any actions undertaken must be in accordance with the DSE Native Vegetation Management Framework.

Further information

For further information on BushBroker, please contact the DSE Customer Service Centre on **136 186** or visit the DSE website at: www.dse.vic.gov.au/nativevegetation. All BushBroker Information Sheets are available on the website.

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