

# BushBroker<sup>®</sup>

## Landowner Agreement

Information sheet No. 5

Landowners who wish to generate Native Vegetation Credits through BushBroker are required to sign a BushBroker Landowner Agreement (Landowner Agreement) for the management and protection of the native Vegetation Credit site.

The Landowner Agreement is an agreement between the landowner and the Secretary of the Department of Sustainability and Environment (DSE) under s69 of the *Conservation, Forests and Lands Act 1987*. It provides for the management and ongoing security of the credit site including the reporting, monitoring and progress payments associated with landowner commitments.

The Landowner Agreement will be registered on the land title and binds existing and future landowners to the completion of a 10-year BushBroker Management Plan (Management Plan) (schedule 2 of the Landowner Agreement) and any ongoing land use commitments.

Placing the Landowner Agreement on-title ensures that prospective permit holders are aware of this condition. Only the site(s) you wish to include in the BushBroker program will be covered by the Landowner Agreement.

During your site visit, a BushBroker Project Officer will provide advice to you regarding the potential commitments and management actions. The BushBroker Field Officer will also identify the required timing and duration of each action. A draft 10-year Management Plan (schedule two of your Landowner Agreement) is prepared as part of this process.

The 10-year Management Plan details the commitments and management actions required to improve the quality and/or extent of the native vegetation to be undertaken by you each year.

Commitments (many are mandatory) are the overarching requirements for the site (e.g. stock exclusion, retain logs or eliminate high threat weeds). Management actions are the specific activities required to fulfil the commitments (e.g. erect a fence or spot spray blackberries).

During the site assessment the BushBroker Project Officer will record any issues that may impact on

the condition of the native vegetation. Examples include grazing by stock or rabbits, weed infestations and collection of fallen timber. Discussions regarding the management of the site will be aimed at reducing these threats and enhancing biodiversity. Different sites may require different management. It will often be necessary to carry out a range of commitments and management actions.

In most cases, minimum standards on management actions you choose to undertake will apply. All management actions and commitments required will be detailed in the Landowner Agreement. These actions will need to be delivered in accordance with minimum standards determined by DSE.

### Mandatory commitments

Under BushBroker, there are a number of mandatory commitments outlined in the Landowner Agreement. In particular you **must not** (except in accordance with the Management Plan or with written consent from the Secretary of DSE):

- permit any native vegetation (dead or alive and including branches or leaf litter) on the site to be removed, destroyed or lopped or otherwise interfered with;
- apply for a permit under the *Planning and Environment Act 1987* to remove destroy or lop native vegetation from the site;
- allow any non-indigenous fauna (including any cats, dogs or other domestic animals) to be introduced to the site;
- allow indigenous flora or the habitat or potential habitat of any indigenous fauna to be adversely affected;
- allow the spread of and, as far as possible, eliminate established pest animals in accordance with section 20 of the *Catchment and Land Protection Act 1994*;
- allow the establishment, growth and spread of Regionally Controlled Weeds and eradicate Regionally Prohibited Weeds as required by section 20 of the *Catchment and Land Protection Act 1994*;

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- allow the growth and spread of any other high threat weeds identified in the second schedule or any new and emerging weeds;
- allow the application of fertilizer to any part of the site;
- erect, place nor permit any structure or dwelling to be placed on the site;
- allow (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water onto or from the site;
- allow (unless required by law) any exploration or mining extraction, production of gas, petroleum, minerals or other substances on the site;
- allow (unless required by law) any transmission lines or other services or works on the site;
- permit the removal, introduction or disturbance of any soil, rocks, or other minerals or the construction of dams;
- permit the subdivision of any part of the site; or
- permit the operation of any trade, industry or business, the recreational use of trail bikes or four wheel drive vehicles, the accumulation of rubbish or the storage of any materials or any other activities not consistent with the purposes of the Landowner Agreement.
- Additional mandatory commitments may apply.

## Management actions

### Grazing

In most cases complete stock exclusion is required. In some cases, particularly in grasslands, grazing may be appropriate at an agreed timing and rate.

To reduce the risk of introducing and spreading weeds, grazing management will require livestock to be kept in a holding paddock outside the site for a minimum period of 24 hours before entry.

Management of other grazing threats by introduced animals (e.g. rabbits) is required.

The BushBroker Project Officer will discuss the range of management options available with you. For more information, please refer to a BushBroker Information Sheet No. 13 – *Standards for management - Ecological grazing* and BushBroker Information Sheet No. 7 - *Standards for management - Rabbits*.

### Fencing

Fencing is generally required for stock exclusion or managing grazing levels in your BushBroker site. You will be required to maintain both new and existing fencing in a stock proof condition in perpetuity from the date of commencement of the Landowner Agreement.

The BushBroker Project Officer will discuss the fencing options with you. For more information, please refer to BushBroker Information Sheet No. 12 - *Standards for management - Fencing*.

### Weed control

Weeds can out-compete native species and reduce the quality of the habitat for native animals.

Under BushBroker you are required to control or eradicate weeds **beyond** your current obligations as established under legislation or as stated in licence or other agreements already in place.

Many environmental weeds are not listed under legislation, but still pose a high threat in native vegetation.

Under BushBroker, weeds considered to be a high threat will need to be managed in order to protect and improve biodiversity. You are also expected to control any new and emerging weeds which appear on the site. High threat species will be identified during the site assessment by the BushBroker Project Officer.

The BushBroker Project Officer cannot provide any advice regarding the selection and use of herbicides. For more information on weed control, please refer to BushBroker Information Sheet No. 8 – *Standards for management - Weeds*.

### Scattered trees

Scattered trees are indigenous (local native) Large Old Trees found outside of a remnant native vegetation native vegetation patch. Native Vegetation Credits can be generated through the protection of scattered trees. Under BushBroker, minimum standards apply for the protection of scattered trees.

Protection of scattered trees in paddocks requires that an area of twice the diameter of the drip line of the tree to be protected (usually through fencing), from adverse impacts (such as grazing and spread of weeds), to facilitate natural recruitment. Logs, fallen branches and leaf litter falling within the protected area must also be retained.

For more information please refer to BushBroker Information Sheet No. 11 - *Standards for management - Scattered trees*.

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## Supplementary planting and revegetation

Where native plant species have been lost or cleared from a site, or there are significant gaps in the vegetation, supplementary planting or revegetation of indigenous (local native) species may improve the biodiversity of your site.

The BushBroker Project Officer will inform you if supplementary planting or revegetation is recommended (these actions are generally recommended for woody vegetation only) and you can choose whether to include it in your draft Landowner Agreement. If you do, the Project Officer will work with you to develop a species list and survival targets appropriate for your site.

All tube-stock or seed used for supplementary planting or revegetation under BushBroker must be sourced from species indigenous to the site. Guidance on appropriate methods of collection will be available from the BushBroker Project Officer. Permits may be required for collection on public land.

For more information please refer to BushBroker Information Sheet No. 9 - *Standards for management - Supplementary planting* and BushBroker Information Sheet No. 10 - *Standards for management - Revegetation*.

## Ecological burning

Nearly all Victorian vegetation types are adapted to periodic burning by fire. Fire is critical to the survival and recruitment of many native plant species.

Ecological burning may be a useful tool to increase biodiversity, particularly in areas where fire may have been absent for many decades. However, in general, fire will not be recommended under BushBroker due to the associated risks and uncertain outcomes.

If you wish to use fire as a management tool in BushBroker you should seek advice from the BushBroker Project Officer. They will assess the need based on the level of regeneration of fire-dependent plant species, taking into account any other threats to biodiversity observed on the site.

For more information on ecological burning, please refer to BushBroker Information Sheet No. 14 - *Standards for management - Ecological burning*.

## Fire prevention

Under BushBroker you are required to take all reasonable steps to prevent fire on your land, provided these steps do not conflict with other commitments under the Landowner Agreement. In many cases, control of various environmental weeds should help reduce fuel loads.

Where possible, firebreaks should be established outside the site and slashed, rather than cultivated or sprayed, to minimise disturbance to native vegetation. Fire prevention activities should comply with local government planning controls.

## Ecological thinning

Ecological thinning is the selection and removal of some trees or stems to allow others to grow and reach their mature size faster. In some cases ecological thinning of eucalypts will be recommended to help improve the structure and diversity of your site(s).

Ecological thinning is typically applied to sites where there are trees of young, even-aged regeneration, often resulting from an unnatural disturbance event (e.g. timber harvesting) that are competing for resources and growth is suppressed. Some self-thinning will occur naturally but at very slow rates.

Some fire-sensitive forest types (e.g. Mountain Ash) will often produce even-aged regeneration with few scattered mature survivors. Ecological thinning is not usually required to improve the health and condition of these natural stands.

Conditions will apply to ecological thinning proposals. For more information refer to BushBroker Information Sheet No. 15 - *Standards for management - Ecological thinning*.

## Native Vegetation Credits available through the Landowner Agreement

The number and type of Native Vegetation Credits that will be generated are detailed in Tables one and two of the Landowner Agreement (Schedule two).

Table one summarises the key details of the site assessed by the BushBroker Project Officer.

Table 1: Assessed potential for increase in the extent and quality of native vegetation

Type	Habitat Hectare
Assessor	Project Officer
Site visit date	12/12/2012
Zone	BB-0001/01A
Bioregion	Bioregion
Ecological Vegetation Class	Plains Woodland
Conservation status	Endangered
Area (hectares)	150.00
Habitat score (0 - 1.0)	0.70
Conservation significance	Very High
Estimated gain available in Habitat Hectares	10.00
Number of Very Large Old Trees	10
Number of Large Old Trees	20
Number of New Recruits	12,000

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**Type** – (of native vegetation credit) – is either Habitat Hectares, Large Old Trees or New Recruits

**Assessor** – the name of the BushBroker Project Officer who assessed your site

**Site visit date** – date of the site visit

**Zone** – unique identifier of the location

**Bioregion** – biogeographic area that captures the patterns of ecological characteristics in the landscape or seascape, providing a natural framework for recognising and responding to biodiversity values

**Ecological Vegetation Class (EVC)** – a type of native vegetation classification that is described through a combination of its floristic, life form and ecological characteristics, and through an inferred fidelity to particular environmental attributes

**Bioregional Conservation status** – a Statewide classification of the degree of depletion in the extent and/or quality of an EVC within a bioregion in comparison to the State’s estimation of its pre-1750 extent and condition. Expressed as either Endangered, Vulnerable, Depleted, Rare or Least Concern

**Area** – area of the zone expressed in hectares

**Habitat score** – assigned to a habitat zone that indicates the quality of the vegetation relative to the EVC benchmark, expressed on a scale of 0 – 1.0

**Conservation significance** – determined by the conservation status of the vegetation, habitat score, the conservation status of threatened species and other criteria outlined in the *Native Vegetation Management – A framework for Action*. It is expressed as Very High, High, Medium or Low

**Estimated gain available in Habitat Hectares** – gain calculated from commitments that contribute to the maintenance and improvement of the current vegetation quality, actions to enhance security of the on-going management and protection of the site and recognition of prior management actions. The current quality and area of the zone is also a factor in estimating gain.

**Number of Very Large Old Trees** – this is the number of very large old trees\* recorded on site.

**Number of large trees** – this is the number of large old trees\* recorded on site

**Number of new recruits** – is the minimum number of new recruits (trees, shrubs established through revegetation) which need to be established in a zone within the 10-year Management Plan

\* The size class will vary depending on the type of EVC present.

Table two in your Landowner Agreement (Schedule two) summarises the threatened species which were observed or have potential habitat on your site as identified by the BushBroker Project Officer.

Table 2: Rare and threatened species recorded on site

Zone	Common name	Scientific name	Status	Presence
BB-0001/01A	Threatened species	<i>Threatened speciosus</i>	Rare in Victoria	Observed on site

**Rare or threatened species** – listed by common name and scientific name, either observed or potential habitat. If a species was observed, the habitat importance will also be listed (best 50% of habitat in bioregion or least 50% of habitat in bioregion)

For more information on the definitions, please refer to the *Native Vegetation Management – A framework for Action* published on the DSE website.

## Monitoring and reporting

Once the Landowner Agreement has been signed, landowners are required to submit an annual report to DSE, detailing the actions undertaken during the preceding 12 months and describing progress towards targets.

DSE will monitor a number of Landowner Agreements annually through site visits.

If the commitments or management actions are not being met, DSE will work with the landowner to remedy the situation. If this fails, subsequent payments may be withheld until the necessary works are completed.

Non-compliance with the Landowner Agreement may result in a requirement for payments received by the landowner and associated costs being paid back to DSE.

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

## Payment schedule

You will be paid percentages of the total agreed price over 10 years, as per the third schedule in your Landowner Agreement.

After submitting your annual report to BushBroker and having completed all your management actions for the year, you may then invoice DSE for the appropriate amount. For more information please refer to BushBroker Information Sheet No. 18 – *Annual reporting*.

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## Financial implications

Landowners should consult their tax adviser about any tax implications of entering into a Landowner Agreement. Additionally, some rating authorities may wish to revalue the property once a Landowner Agreement has been registered on-title. You should check with your local council or a qualified land valuer for more information on the effect of the Landowner Agreement on your rates.

## Landowner Agreement amendment or removal

The Secretary of DSE will consider changes to a Landowner Agreement only if equivalent or better biodiversity outcomes will be achieved. Amendments must be in writing and agreed to by both parties. Re-negotiation of the payments for management services will not be possible.

Only in unusual circumstances can a Landowner Agreement be removed. The Landowner Agreement provides permanent protection of conservation values on the site.

In the event of the termination of a Landowner Agreement, there is a requirement to create a replacement offset for the cleared site if any credits have been reassigned on the Native Vegetation Credit Register.

Amendment or removal of a Landowner Agreement must be in accordance with s76 of the *Conservation Forests and Lands Act 1987*.

## Health and safety

You are responsible for ensuring all works required in implementing the management actions are conducted in a safe manner and comply with the lawful requirements of any Authority, and with all Acts, regulations and other laws which may be applicable to the Landowner Agreement.

To determine whether there are any underground pipes or cables on your property, you may wish to consider calling 1100 - "Dial before you dig". This is a free referral service from anywhere in Australia.

## 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](http://www.dse.vic.gov.au/nativevegetation). All BushBroker Information Sheets are available on the website.

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For more information contact the DSE Customer Service Centre 136 186

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