

Policy Guideline

PRIVATE LAND CONSERVATION PARTNERSHIPS

Corporate Plan Reference:	<i>Theme 1: The Noosa Environment – Our environment is protected, enhanced and valued by the community.</i>
Endorsed by Council	20 September 2018
Guideline Owner and Department:	Director Environment & Sustainable Development

GUIDELINE BACKGROUND

The purpose of this guideline is to provide direction to Council staff on the implementation of the Voluntary Conservation Agreement (VCA) and Land for Wildlife (LfW) Programs. These programs help support conservation efforts by landholders to protect and enhance biodiversity in Noosa Shire on private land.

POLICY GUIDELINE

This Guideline applies to voluntary conservation initiatives on private land within Noosa Shire as part of the wider biodiversity network consisting of core protected areas, biodiversity corridors and the bushland reserve network.

Although Noosa Shire has large areas under conservation protection, a significant amount of vegetation and habitat exists on private lands. Noosa Council recognises that private land conservation is well placed to make a significant contribution to conservation as part of a broader strategic objective to protect and enhance biodiversity and connectivity across Noosa Shire, as well as provide benefits to landholders and communities.

LAND FOR WILDLIFE PROGRAM

The Land for Wildlife (LfW) program started in Victoria in 1981 with the aim of supporting private landholders to deliver natural resource outcomes. The State of Victoria remains the head of power to the program with all participating bodies holding a Memorandum of Understanding (MoU) with the State. Noosa Council has been part of the LfWSEQ collaboration since 1998, alongside 10 other SEQ Council's. The agreement articulates specified program standards and obligations to maintain the integrity of the LfW brand.

With over 50% of biodiversity values contained on private land in SEQ, LfW plays an integral role in partnering with private landholders to conserve the biodiversity and natural amenity of the region. The LfW program aligns with regional, state and federal objectives, with the program being embedded in many SEQ Council policies and strategies, such as pest management. The program engages with the community to improve catchment and waterway health, through erosion and sediment control, revegetation and protection through the integration of wildlife habitat with agricultural and other land uses. It creates wildlife corridor linkages in strategic locations and between core protected areas and havens, enabling genetic interchange needed to avoid inbreeding in isolated populations.

LfW is a voluntary conservation program that creates partnerships with eligible landholders. Council Officers undertake property assessments and provide advice and engagement on the management of properties for its conservation values. The LfW Program is delivered as part of Council's Private Land Conservation Partnerships and is consistent with the Conservation Land Guideline.

Eligibility

Residents that are eligible for the LfW program include:

- Landholders that have a minimum of 1 hectare of conservation area on their property considered 'retained habitat' or 'habitat under restoration' as defined in the Land for Wildlife Queensland Guideline.
- Landholders demonstrating their intention and commitment to manage their property to maintain and enhance native flora and fauna in a way that attempts to integrate nature conservation with other land management objectives.

Support for Land for Wildlife

Council may offer different levels of support subject to available resources:

Level 1

Council will provide support for new and existing members of the Land for Wildlife Program in the following way:

- Undertake a site visit and property assessment and report for new members
- Provision of a Land for Wildlife sign to display
- Quarterly newsletter
- Annual event such as open property, workshop or forum.

Level 2

- As above; and
- Revisits to existing members
- An annual incentives program which may consist of free trees, nest boxes, workshops, resource books, open days or other initiatives consistent with the intent of the LfW Program.

VOLUNTARY CONSERVATION AGREEMENT (VCA) PROGRAM

The Voluntary Conservation Agreement Program is a voluntary agreement between Council and eligible landholders to protect a conservation area within their property that carries on title. Through this agreement, Council may provide a range of financial incentives to assist the landholder with this process.

The head of power to deliver the VCA program rests with the Environment Levy Policy. The Conservation Land Guideline provides a mapping methodology that identifies Council strategic approach and priority land parcels of interest.

Eligibility

Residents that are eligible for the VCA program include:

- Landholders with land parcels of high biodiversity values, of significant size and located next to or within Core Protected Areas; and/or
- Landholders with land parcels that occur within biodiversity corridors between Core Protected Areas (See Map Appendix 1); and
- Landholders where there is demonstrated commitment to achieving conservation outcomes, and confidence that by entering into the VCA program they will protect and enhance the covenant area guided by an Environment Management Plan.

In certain circumstances, landholders with land outside these areas and criteria may be considered for VCA if the land has a unique environmental significance, for example the land retains the last remaining stand of an endangered ecosystem or species.

All applications for VCAs will be assessed and prioritised by the Environment Levy Working Group annually according to available resources and budgeting utilising the Environment Levy Policy criteria and Conservation Land Guideline for guidance.

Administrative and Legal Requirements

The Voluntary Conservation Agreement (VCA)

A Voluntary Conservation Agreement is a legal document that outlines the terms agreed to between the landholder and Council relevant to the conservation area that is under statutory protection (see example agreement Appendix 3).

The VCA includes details of:

- Statutory Conservation Protection
- Environmental Management Plan
- Financial incentives

The following applies to the VCA:

- The agreement is developed in consultation with the landholder.
- The maximum term of the VCA is 5 years.
- The VCA can be extended past 5 years if agreed by both parties and there are compelling reasons to continue environmental works on a review of the associated Environment Management Plan (e.g. an extreme event such as fire or flood that has damaged restoration works or works critical to the survival of a threatened species).
- The VCA terminates when land changes ownership or when the term of the Environment Management Plan is complete. If ownership of the property changes, Council may seek to engage the new landholder in a new VCA agreement if it is necessary to continue works as identified in the associated Environment Management Plan.

Landholders are encouraged to seek independent legal and financial advice prior to placing statutory conservation protection over their land and entering into an agreement. Due to the associated start-up costs incurred by Council, before formalising a Voluntary Conservation Agreement, a letter of agreement to proceed will be provided to the landholder for signing.

The Statutory Conservation Protection

There are a number of statutory conservation protection mechanisms landholders can utilise to protect their conservation area into perpetuity.

Under the Land Act 1994, a binding covenant (see example Appendix 2) is registered through the titles office and the covenant runs with the title if the property is sold to a new owner. Similarly, a Nature Refuge declared under the Nature Conservation Act 1992 can be placed over all or part of a property and conservation protection runs with the title.

Environmental Management Plan

Council will develop an Environmental Management Plan (EMP) in consultation with the landholder which can be reviewed with the landholder on annual basis. At the end of the 5 year term and at the request of the landholder, the EMP may be reviewed to guide landholders with future actions. The EMP will include:

- description of the conservation area and environmental values
- any threatening processes
- management actions required
- timeframes to deliver the EMP.

Support for VCA's

Financial Incentives

Existing VCA's:

Council will continue to honour existing VCA's that were entered into with the Sunshine Coast Regional Council. The agreed incentives will continue as per the individual landholder's Voluntary Conservation Agreement and will be indexed by CPI annually to ensure the value of the incentive does not reduce in real terms over time. Incentives are paid annually following a property assessment by a Council officer with any unallocated funds relating to a particular property expiring at the end of each financial year (i.e. they are not carried forward). When a property changes hands, the statutory conservation protection remains, and the Voluntary Conservation Agreement expires. An agreement between the new landholder and Council may be entered into depending on VCA program priorities, and applications will be considered at the request of the new landholder.

New VCA's:

Where an eligible landholder and Council enter into a new Voluntary Conservation Agreement which includes statutory protection and/or an Environmental Management Plan for the conservation area, Council may provide the following incentives:

Statutory Conservation Protection Incentive

A financial incentive to set up statutory conservation protection such as a covenant or Nature Refuge to protect their property into perpetuity may be provided. Costs will cover a survey of the covenant area or Nature Refuge dedication costs, and legal fees.

Areas on subject land parcels can remain exempt from the statutory protected area and can be used for other purposes (e.g. grazing, orchards, open space, future house site). A covenant or Nature Refuge does not grant any public right of access to the land.

Environmental Management Plan Incentive

A financial incentive may be provided for the development and annual implementation for up to 5 years of an Environmental Management Plan, with the annual incentive being reviewed against CPI every 5 years. These include:

- Costs to develop the Environmental Management Plan for the conservation area under statutory protection.
- An annual incentive to implement the Environmental Management Plan, which will be capped, as follows:
 - Minimum available annual incentive of \$1,500 per annum for Conservation Areas up to 5 hectares in size.
 - For conservation areas over 5 hectares an additional \$100 will be available for every extra hectare (up to a maximum total of \$5000 each year for up to 5 years).
 - Ongoing financial support will not exceed 5 years unless specified in the EMP.
 - Costs cannot be claimed for unexpended VCA funds from previous financial years.

What funds can be used for under the EMP

The type of works or materials required will be identified in the agreed EMP. Examples include:

- engagement of contractors for ecological restoration works and fencing;
- engagement of contractors for pest control;
- engagement of consultants such as ecological surveys or fire management planning and approved works;
- purchase of materials such as herbicide and/or hand tools;
- purchase of wildlife apparatus such as nest boxes.

Funds cannot be used for the purchase of machinery such as chainsaws, mowers, brush-cutters or tractors.

VCA properties may be eligible for grants and other funding from state and federal governments such as environmental or carbon offsets.

VCA funds cannot be used for works that are a regulatory requirement such as a condition of development or subject to compliance action by a regulatory authority.

Commissioning works

The EMP priorities will be discussed on-site annually with a Council officer, the landholder and contractor/consultant to agree and review works undertaken. Agreed works will be confirmed in writing by Council and co-ordinated by the landholder and contractor/consultant. Once works have been completed to the satisfaction of Council and the landholder, the contractor/consultant will be paid by Council. Where the EMP provides an allowance for supply of materials, the landholder shall obtain a quote from the supplier and provide to Council for written approval prior to funding being expended and provide a tax invoice for reimbursement of funds. Once the 5 year term is complete, the landholder is eligible for an ongoing annual property visit from a Council Officer upon request.

ROLES AND RESPONSIBILITIES

The Environment Levy Working Group will make recommendations to Council on the spending of Environment Levy funds for the VCA program on an annual basis.

The Voluntary Conservation Agreement Program will be managed by the Environment Services Branch.

DEFINITIONS

“Biodiversity” refers to the variety of all life forms - all the different plants, animals and micro-organisms, and the ecosystems of which they are a part.

“Conservation Land Guideline” is a mapping methodology to identify environmentally significant land for potential acquisition or for private land conservation outcomes.

“Core Protected Areas” are large biodiverse areas that consist collectively of public land already under conservation protection such as National Park, Bushland Reserves and Nature Refuges.

“Environment” refers to the use of the word to describe the natural (not man-made) environment of the region and includes the natural ecological systems of air, water, soil and associated species of flora and fauna.

“Environment Levy” refers to a Levy raised by Noosa Council (in accordance with section 94 of the Queensland *Local Government Act 2009*), on all rateable properties within its jurisdiction, in order to meet the objectives in this policy.

“Biodiversity Corridors” are broad tracts of vegetated, cleared and partly cleared land, extending across the Noosa landscape that consolidate or connect core habitat, and can occur across private and/or public land.

RELEVANT LEGISLATION

Noosa Council Environment Levy Policy 2018

Qld Environmental Offsets Policy 2014

Qld Land Act 1994

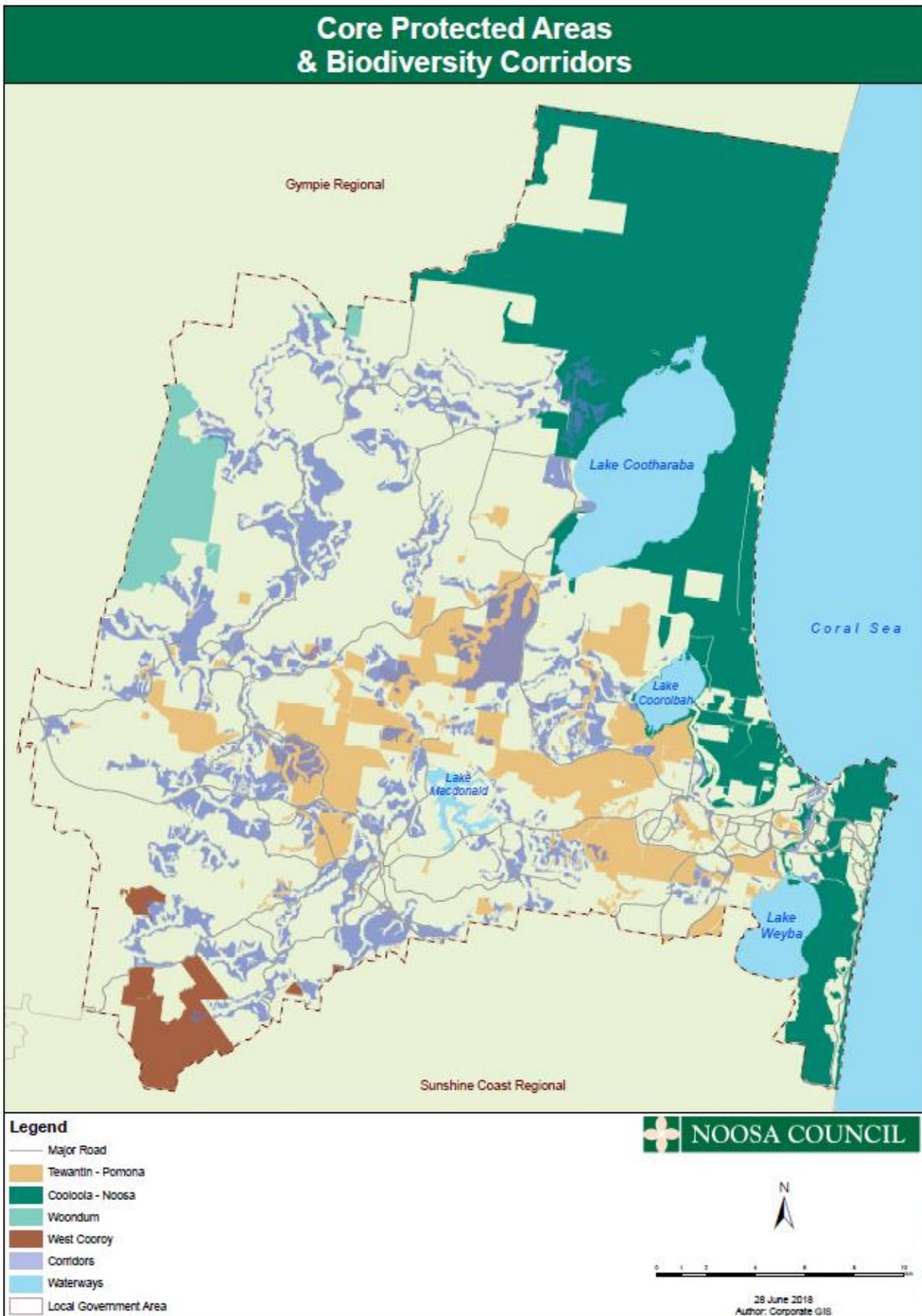
Qld Nature Conservation Act 1992

Qld Vegetation Management Act 1999

Version control:

Version	Reason/ Trigger	Change (Y/N)	Endorsed/ Reviewed by	Date
1.0	Create new		Council	20/09/2018

Appendix 1 - Core Protected Areas and Biodiversity Corridors



Appendix 2 - Binding Covenant Example

QUEENSLAND TITLES REGISTRY

Land Title Act 1994 and Land Act 1994

COVENANT

FORM 31 Version 3

Page 1 of ____

	<i>Dealing Number</i> OFFICE USE ONLY	Lodger (Name, address, E-mail & phone number)	Lodger Code
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Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Covenantor

2. Description of Covenant / Lot on Plan

Title Reference

3. Covenantee

4. Description of Covenant (include reference to relevant section of legislation)

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 and:-

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature

..... full name

..... qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

..... / /
Execution Date

.....
Covenantor's Signature

..... signature

..... full name

..... qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

..... / /
Execution Date

.....
Covenantee's Signature

- 3.2. The covenant shall be in the form annexed hereto in schedule 1.
- 3.3. The management of the Conservation Area is to be undertaken in accordance with this Agreement by the Owner.
- 3.4. The EMP has been, or will be, prepared by the Council in consultation with the Owner within 12 months of the date hereof.
- 3.5. The Council and the Owner may agree to change the EMP. Once both parties have executed the changed EMP, the changed EMP becomes part of this agreement in place of the previous EMP.
- 3.6. If the Owner and the Council do not agree on the terms of the EMP or upon any change which may be proposed to the EMP, either party may refer the dispute to the Expert whose decision in the matter shall be final.
- 3.7. In the event that the parties do not agree upon the appointment of an expert either party may after giving the other party 7 days' notice refer the matter to the President of the Queensland Law Society or nominee who shall appoint the Expert. The cost of appointing the Expert will be shared equally by the Council and the Owner.

4. What Council will do

Once the EMP is entered into by the Council and the Owner, the Council will incur expenses and/or reimburse the Owner for the Owner's expenses associated with the implementation of the EMP (provided that the management tasks attributable to the Owner under the EMP have been performed to the satisfaction of the Council) up to the sum of \$..... for each year that this agreement remains in force

- 4.1. Nothing in this agreement affects the obligations of the Owner to pay all rates, taxes, charges and levies lawfully imposed in respect of the Property.
- 4.2. The Council will pay any registration and surveying costs in relation to this Agreement.
- 4.3. The Council may give the Owner such other assistance to manage the Conservation Area as is provided for in the EMP.

5. Adjacent Land

The Owner shall not do or permit any other person to do, anything on that part of the Property adjacent to the Conservation Area which may adversely affect the Conservation Area or any plants or animals thereon.

6. Recovery of money

The Council reserves the right to recover from the Owner any money paid by the Council under Clause 4 in the event that such monies have not been spent for the purposes set out in this Agreement and in the EMP.

7. Effect on Easement (insert where relevant)

- 7.1. In the event that all or any part of the Conservation Area is also subject to a registered easement, this agreement does not prevent use of the easement in accordance with the existing terms of that easement.
- 7.2. The Owner shall not grant any new easements affecting all or any part of the Conservation Area and shall agree not to amend the terms of any existing easements affecting all or any part of the Conservation Area, unless the written consent of the Council is first obtained. The Council shall not unreasonably withhold its consent to any such easement or amendment if the terms thereof give due respect to the potential impact they may have on the native vegetation in the Conservation Area.

8. Indemnity

The Owner shall indemnify the Council against all claims, demands, costs, interest penalties and liabilities whatsoever arising out of or in connection with this agreement or its performance or breach, not solely and directly attributable to any breach of the terms of this Agreement by the Council.

9. Severability

If any provision of this Agreement is found to be invalid, the remainder of the Agreement continues to apply.

10. Extent of prohibitions and restrictions

None of the prohibitions and restrictions specified in this Agreement will apply to the extent necessary for reasonable protection of human life and property from wildfire or other threatening events.

Each party shall pay their own legal costs of and incidental to the preparation of this agreement.

11. Service of notices

11.1. Notice to the Council will be deemed given:

by mail 14 days after deposit in the post to the address in Clause 11.2 with postage pre-paid.

11.2. Address for service of the Council:

Chief Executive Officer
Noosa Council
PO Box 141
Tewantin
Qld 4565

11.3. Notice to the Owner under this agreement must be given at the address set out in Clause 11.4 and will be deemed to be so given:

- (a) 14 days after the deposit in the post of Notices to such address with postage pre-paid;
- or
- (b) when delivered by hand to such address.

Where reasonably possible, Council shall also confirm by telephone to the Owner that the Notices have been sent.

11.4. Address for service of the Owner:

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12. Time

Time shall in all cases be of the essence of this agreement.

13. Review

Subject to the resources available to the Council, from time to time, the Council and the owner shall jointly review the effectiveness of this Agreement and the EMP.

14. Delay

No delay by the Council at any time or times in enforcing any of its rights or powers under this Agreement shall prejudice or affect those rights or powers.

15. Dispute

Any dispute between the parties will be subject to the dispute resolution procedure set out at clause 7 of the Covenant.

16. Costs

Each party shall pay their own legal costs of and incidental to the preparation of this agreement.

Executed as an agreement.

SIGNED by _____
(CEO or Delegated Officer) for and on
behalf of the **NOOSA COUNCIL** in the
presence of:

)
)
) CEO or Delegated Officer

.....
Witness)

.....
Name of Witness

EXECUTED by **(Insert name)**)
)
in the presence of:)

.....

.....
Witness

.....
Name of Witness