



Old Glenorchy Road, Deep Lead, Victoria:  
Offset Management Plan  
(EPBC 2016/7809)

Prepared for VicRoads

18 December 2017

## Biosis offices

### NEW SOUTH WALES

#### Albury

Phone: (02) 6069 9200  
Email: [albury@biosis.com.au](mailto:albury@biosis.com.au)

#### Newcastle

Phone: (02) 4911 4040  
Email: [newcastle@biosis.com.au](mailto:newcastle@biosis.com.au)

#### Sydney

Phone: (02) 9101 8700  
Email: [sydney@biosis.com.au](mailto:sydney@biosis.com.au)

#### Wollongong

Phone: (02) 4201 1090  
Email: [wollongong@biosis.com.au](mailto:wollongong@biosis.com.au)

### VICTORIA

#### Ballarat

Phone: (03) 5304 4250  
Email: [ballarat@biosis.com.au](mailto:ballarat@biosis.com.au)

#### Melbourne (Head Office)

Phone: (03) 8686 4800  
Email: [melbourne@biosis.com.au](mailto:melbourne@biosis.com.au)

#### Wangaratta

Phone: (03) 5718 6900  
Email: [wangaratta@biosis.com.au](mailto:wangaratta@biosis.com.au)

## Document information

**Report to:** VicRoads

**Prepared by:** Matthew Gibson  
Lauren Stoot

**Biosis project no.:** 24012

**File name:** 24012.OldGlenorchyRd.OMP.Final.20180717

**Citation:** Biosis 2017. Old Glenorchy Road, Deep Lead, Victoria: Offset Management Plan. Report for VicRoads. Authors: Gibson M & Stoot L, Biosis Pty Ltd, Ballarat. Project no. 24012

## Document control

Version	Internal reviewer	Date issued
01	MSG	26/10/2017
02	MSG	08/11/2017
03	MSG	14/12/2017
04	MSG	18/12/2017

## Acknowledgements

Biosis acknowledges the contribution of the following people and organisations in undertaking this study:

- Peter Woods: VicRoads

Biosis staff involved in this project were:

- Sonika Kumar and Gareth Davies (mapping)

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## Road Safety Works, Pyrenees Highway, Green Gully Victoria, (EPBC 2016/7809)

### Declaration of accuracy

In making this declaration, I am aware that section 491 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act) makes it an offence in certain circumstances to knowingly provide false or misleading information or documents to specified persons who are known to be performing a duty or carrying out a function under the EPBC Act or the *Environment Protection and Biodiversity Conservation Regulations 2000* (Cth). The offence is punishable on conviction by imprisonment or a fine, or both. I am authorised to bind the approval holder to this declaration and that I have no knowledge of that authorisation being revoked at the time of making this declaration.

Signed



Full name

Peter Woods (Senior Environmental officer)

Organisation

VicRoads (Roads Corporation)

Date 12/07/2018



## Summary

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Biosis Pty Ltd was commissioned by VicRoads to prepare an Offset Management Plan (OMP) for an offset site required for losses associated with the road safety works on the Pyrenees Highway in Green Gully, Victoria.

The Department of the Environment and Energy determined that the road safety upgrade project will have a significant impact upon Swift Parrot, and therefore the project is a controlled action, and compensatory offsets are required.

The EPBC Approval (2016/7809) specifies a number of conditions in relation to the provision of offsets for the road safety upgrade project. This OMP has been formulated to comply with these conditions. The relevant EPBC approval conditions, including references to corresponding sections of this OMP, are detailed in Section 3.1, Table 4.

A suitable offset site has been identified near Deep Lead, Victoria. The offset area is located within a larger offset site, and management prescriptions within this plan are consistent with the plan for the complete site (BushBroker Credit Site BB-3018).

The 4.5 ha offset site represents moderate to high quality habitat for Swift Parrot foraging, dominated by preferred foraging trees (i.e. Yellow Gum *Eucalyptus leucoxylon*, Yellow Box *Eucalyptus melliodora* and Grey Box *Eucalyptus microcarpa*) within Higher Rainfall Shallow Sands Woodland (EVC 882\_61) and Plains Sedgy Woodland (EVC 283). The 4.5 ha area provides an offset of 155% of the impact to foraging habitat at the Pyrenees Highway project site.

The offset site will be secured in-perpetuity through an appropriate legal encumbrance registered on the property (BushBroker section 69 agreement). Gains in vegetation quality through on-ground actions are expected over the duration of the 10 year offset management plan, and through the ongoing land-use commitments to manage the offset site for biodiversity conservation.

This plan specifies a range of management actions for the offset area, including weed management, management of tree and shrub recruitment, and protection of the offset site from stock and unauthorised access. The plan documents an adaptive management framework, in which management actions are modified based on the results of monitoring and auditing activities in order to keep management focussed on the outcome of protecting and enhancing Swift Parrot foraging habitat. The risk assessment also includes triggers for plan review, following environmental events such as wildfire, that have potential to significantly alter the character and condition of the offset site.





# 1. Introduction

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## 1.1 Project background

Biosis Pty Ltd was commissioned by VicRoads to prepare an Offset Management Plan (OMP) for an offset site required for losses associated with the road safety works on the Pyrenees Highway in Green Gully, Victoria, approximately one kilometre east of Newstead, Victoria.

The Pyrenees Highway is a “B” class rural Highway (B-180) connecting from the Calder Freeway near Elphinstone to Ararat in Victoria. This class of road typically has two 3.3 metre (m) sealed lanes and 2.0 m unsealed lanes and 2.0 m unsealed shoulders. On the Pyrenees Hwy (Sec 2), within the section length located between road chainage (Ch) 10.90 – 15.00 km, in Green Gully, there has been a series of run-off road crashes that have resulted in fatality or serious injury as a result of collision with trees.

Based on the crash history and to address the deficiencies and unprotected hazards identified, VicRoads has been granted Traffic Accident Commission (TAC) project funding under the Safe System Road Infrastructure Program by the Victorian State Government in 2015-2016 to undertake road safety improvement works on the Pyrenees Highway (Sec 2) between road chainage 10.90 km and 15.00 km.

This Project works aims to reduce the severity and instance of run-off road accidents through targeted road safety improvements to the road environment of the Pyrenees Highway (Sec 2).

A biodiversity assessment of the clearing site was completed by Ecolink Consulting in August 2016. This assessment identified potential habitat for Swift Parrot. The action was referred to the Australian Government Minister for the Environment in 2016 (referral 2016/7809) to determine if approval was required under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).

The Department of the Environment and Energy determined that the project will have a significant impact upon Swift Parrot, and therefore the project is a controlled action, and compensatory offsets are required.

A suitable offset site has been identified near Deep Lead, Victoria.

This OMP prescribes management actions for the offset site, to meet the objectives of offsetting impacts to Swift Parrot resulting from the road safety improvement works. The offset area is located within (i.e. a subset of) a larger offset site, and management prescriptions within this plan are consistent with the plan for the complete site (BushBroker Credit Site BB-3018). The BushBroker management plan for credit site BB-3018 is provided in Appendix 2 and the Landholder Agreement is provided in Appendix 3. This OMP relates to habitat zones 1G and 1F of the BushBroker Credit Site.

The BushBroker process is a proven system for the management of offset sites, and all management plans and agreements are subject to strict quality assurance by the Native Vegetation Credit Register team within Department of Environment, Land, Water and Planning (DELWP). DELWP have specified a range of standards for site management, including rabbits (DSE 2012a), weed control (DSE 2012b) and fencing (DSE 2012c).

A detailed description of the proposed action, including mitigation measures and residual impacts is provided in the Preliminary Documentation report (Biosis 2017).

A glossary of technical terms used throughout this OMP is provided in Appendix 7.

## 1.2 Objectives

The objective of the OMP is to document the clearing site and offset site details to meet EPBC Act approval requirements of offsetting impacts to Swift Parrots by securing, maintaining and improving remnant vegetation within the designated offset site. The objectives of this plan are to:

- Identify the area with the Old Glenorchy Road property that is nominated as an offset site, and:
  - To provide an offset plan to the satisfaction of the Australian Government Department of the Environment and Energy;
  - Develop an OMP to compensate for the permitted loss of vegetation as part of the proposed Project. This will include but not be limited to the following:
    - Means of calculating the offset;
    - Location of the offset site;
    - Type of offset to be provided ;
    - Identify the necessary management actions to protect and improve Swift Parrot habitat within the offset site.
    - Details of management actions for remnant vegetation;
    - Detail 'security' arrangements;
    - Provide a map of the offset site;
    - Develop a timetable of management actions, outcomes and progress reviews; and,
    - Detail appropriate monitoring and evaluation of management actions

## 1.3 Report structure

The structure and content of the OMP is consistent with the requirements of the 'Standard Offset Plan' template provided by the Department of Environment, Land, Water and Planning (DELWP) and is organised in several parts:

- Introduction - This section summarises the background information relevant to the Project, including the purpose and scope of the work and the assessment methodology.
- Part A: Offset Suitability - This section assesses the suitability of the proposed offset site, and includes details regarding approved clearing, gain and site improvement calculations. Part A should be read in conjunction with Part B, but due to its technical nature, the information it contains is not intended to be placed on title (e.g. covenant or Section 69 Agreement pursuant to the Conservation Forests and Lands Act 1987).
- Part B: Offset Implementation - This section describes how the offset is to be implemented. Part B includes details regarding landowner commitments, management activities, monitoring and reporting. This section is intended for those responsible for implementing the plan, including future landowners. Information in this section is intended to be placed on title.

## 2. Part A: Offset suitability

This section provides details of the clearing site, assesses the suitability of the proposed offset site, and includes details regarding approved clearing, gain and site improvement calculations. This section should be read in conjunction with Part B, but due to its technical nature, the information it contains is not intended to be placed on title (e.g. covenant or Section 69 Agreement pursuant to the Conservation Forests and Lands Act 1987). The location of the clearing site and the proposed offset site are provided in Figure 1.

### 2.1 Clearing site details

Clearing site details (losses) associated with Matters of National Environmental Significance (NES) are provided in Table 1. A detailed description of ecological values within the Project area is provided in the flora and fauna assessment report (Ecolink Consulting 2016) and is summarised below.

Landowner of clearing site:	Public road reserve managed by VicRoads
Location and address of clearing site:	4.1 km section of the Pyrenees Highway in Green Gully Victoria – approx. 1km east of Newstead on the Pyrenees Highway between road chainage 10.90 to 15.00 km
Local Government Area:	Mount Alexander Shire
Catchment Management Authority:	North Central
Proponent undertaking works	VicRoads
EPBC Reference No.	2016/7809

### 2.2 Vegetation approved for removal

Vegetation requiring removal for the road safety upgrade is described in the flora and fauna assessment (Ecolink Consulting 2016) and tabulated below in Table 1. Figure 1 shows the location of the clearing site, near Newstead in the east and the proposed offset site, near Stawell in the west.

The habitat within the project area that would be affected by the project works is moderate to high quality Box Ironbark Forest (BIF) (EVC 61) and Alluvial Terraces Herb-rich Woodland (EVC 67) (Ecolink Consulting 2016). This habitat can be characterised as open woodland habitat, with relatively intact remnant vegetation, mature trees, sparse understorey and low weed abundance.

The road safety upgrade project will remove native vegetation including potentially suitable foraging habitat for Swift Parrot and would reduce the extent of the habitat by up to 0.632 ha, including 146 trees along a 4.1 km stretch of the Pyrenees Highway (Figure 2). The 146 trees comprise:

- 9 live Large Old Trees ( $\geq 700\text{mm}$  DBH);
- 1 dead Large Old Tree ( $\geq 700\text{mm}$  DBH);
- 8 Medium trees ( $\geq 520\text{mm}$  –  $699\text{mm}$  DBH);
- 122 live Small trees ( $\leq 519\text{mm}$  DBH); and
- 6 dead Small trees ( $\leq 519\text{mm}$  DBH).

**Table 1 Summary of proposed losses of patches of native vegetation**

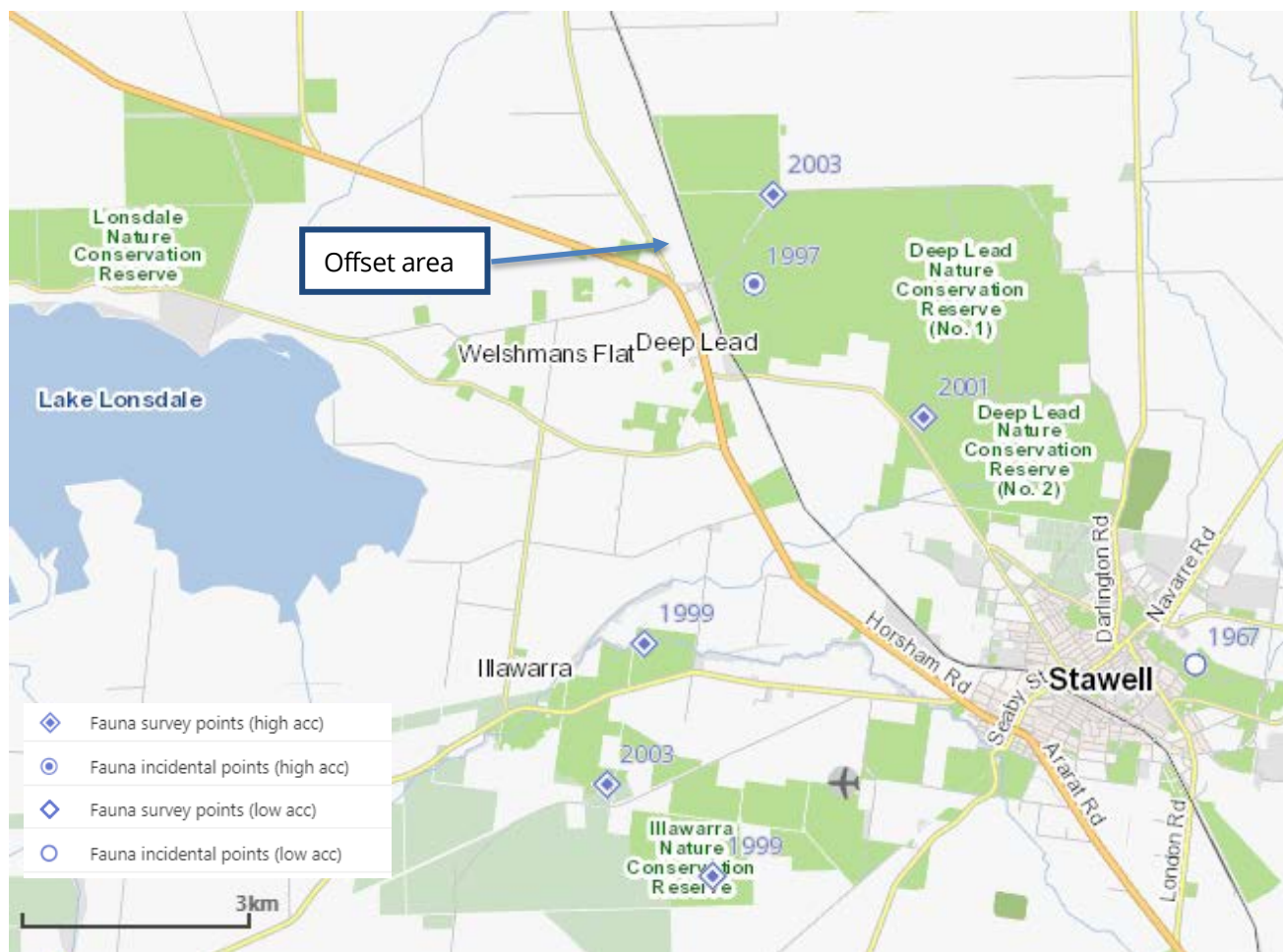
Site ID		1	2	3	4	5	6	7	8		
Habitat Zone ID		HZ1	HZ2	HZ3	HZ4	HZ5	HZ6	HZ7	HZ8		
EVC Name BIF = Box Ironbark Forest AT = Alluvial Terraces Herb-rich Woodland		BIF	BIF	BIF	BIF	AT	AT	AT	AT		
	Max Score	Score	Score	Score	Score	Score	Score	Score	Score	Total	
Site Condition	Large Old Trees	10	5	5	5	5	7	7	7	7	
	Canopy Cover	5	4	4	4	4	4	4	2	4	
	Lack of Weeds	15	9	9	6	9	4	4	2	2	
	Understorey	25	15	15	5	15	5	5	5	5	
	Recruitment	10	6	6	1	3	3	1	0	0	
	Organic Matter	5	3	5	3	3	3	3	5	3	
	Logs	5	0	0	0	0	0	0	0	0	
Total Site Score			42	44	24	39	26	24	21	21	
Landscape Value	Patch Size	10	8	8	8	8	8	8	8	8	
	Neighbourhood	10	5	5	5	5	5	5	4	4	
	Distance to Core	5	4	4	4	4	4	4	4	4	
	Total Landscape Score			17	17	17	17	17	17	16	16
HABITAT SCORE		100	59	61	41	56	43	41	37	37	
Habitat Zone area (ha)			0.203	0.171	0.060	0.045	0.036	0.034	0.074	0.007	0.632
Habitat hectares (Hha)			0.120	0.104	0.025	0.025	0.016	0.014	0.027	0.003	0.333

Note: Box Ironbark Forest = BIF, Alluvial Terraces Herb-rich Woodland = AT

### 2.3 Description of offset site – Old Glenorchy Road, Deep Lead, VIC

One offset site, Old Glenorchy Road at Deep Lead, has been identified as meeting Commonwealth offset policy requirements (October 2012). The following summarises the existing conditions, current permitted uses on this proposed offset site and offset suitability as assessed against Commonwealth requirements that are proposed to be met within the Old Glenorchy Road property.

The proposed offset site is located near the locality of Deep Lead, approximately 10 km north-west of Stawell in western Victoria (Figure 1 and Table 2). The relationship between the offset area (zones 1G and 1F) and the surrounding offset site (BB-3018) is shown in the zone plan of the BushBroker management plan (Appendix 2). The property adjoins Deep Lead Nature Conservation reserve (NCR), separated by the railway line. Deep Lead NCR is listed as a priority site for conservation of Swift Parrot habitat within the Swift Parrot Recovery Plan (Saunders and Tzaros 2011). There are no database records of Swift Parrot within the property or offset area, but there are numerous records within Deep Lead NCR and other nearby habitat, within two kilometres of the offset site (Plate 1).



**Plate 1** Location of the offset area in relation to local Swift Parrot records and conservation reserves  
 Source: DELWP NatureKit tool.

## Habitat description

The offset site is located within the Goldfields Bioregion, and contains a mosaic of Higher Rainfall Shallow Sands Woodland (EVC 882\_61) and Plains Sedgy Woodland (EVC 283) dominated by Yellow Gum *Eucalyptus leucoxylon*, Yellow Box *Eucalyptus melliodora* and Grey Box *Eucalyptus macrocarpa* (Figure 3). DELWP do not provide benchmarks for these EVCs within the Goldfields bioregion, as they are of limited occurrence and are much more widespread within the adjacent Wimmera Bioregion. The Wimmera Bioregion benchmarks have been used to score the vegetation quality within the proposed offset site, and these benchmarks are provided in Appendix 6).

All eucalypt species present within the offset site are considered key Swift Parrot foraging tree species within Victoria (Saunders and Tzaros 2011). There are no database records (Victorian Biodiversity Atlas and BirdLife Australia databases) of Swift Parrot within the offset site, however there are several Victorian Biodiversity Atlas records to the east within Deep Lead NCR, and in nearby reserves including Lonsdale NCR and Illawarra NCR.

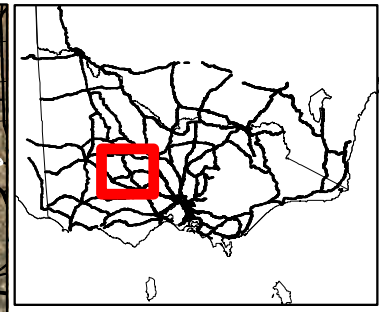
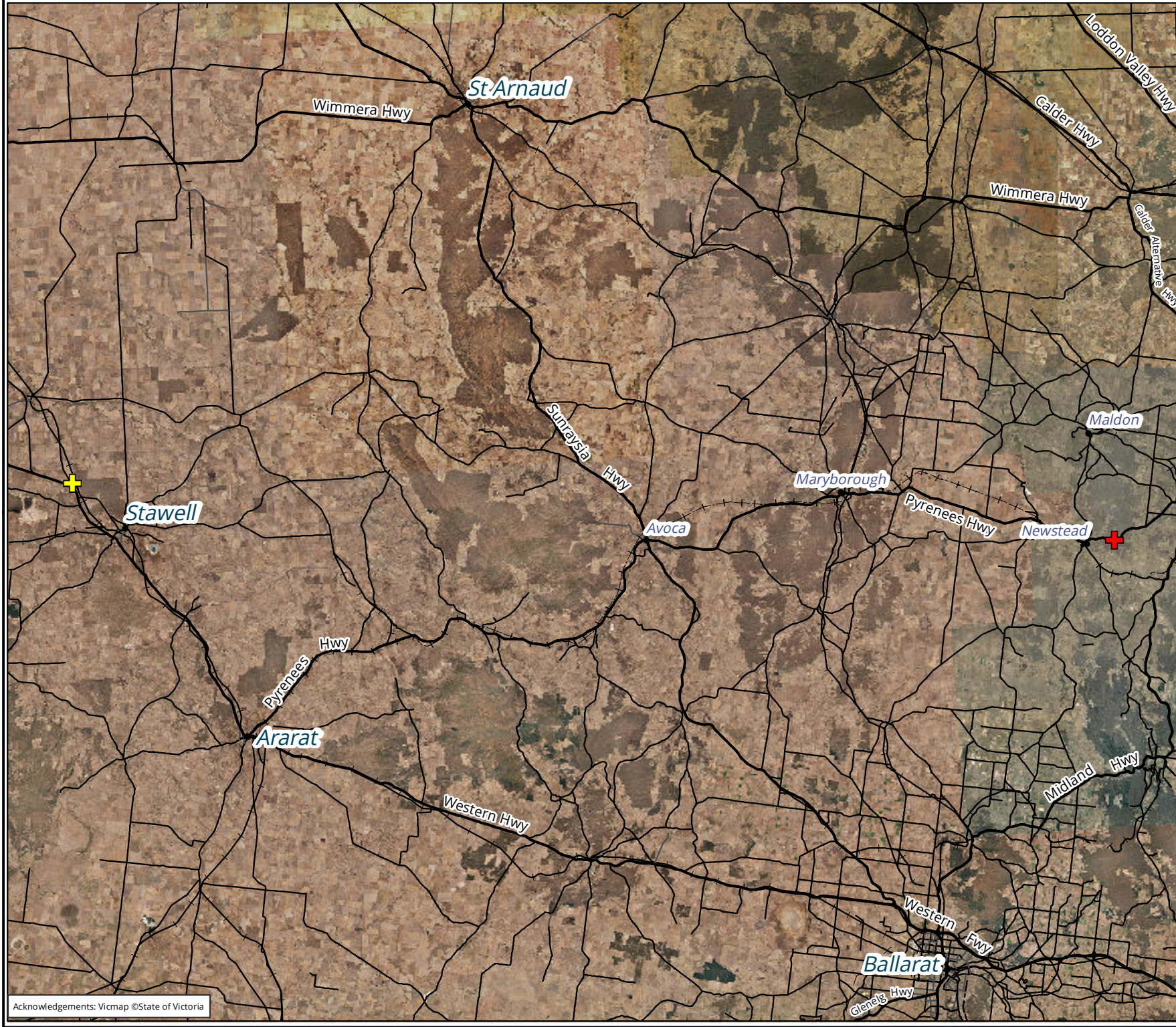
The offset site has a sparse mid-storey of shrubs including Golden Wattle *Acacia pycnantha* and Spreading Wattle *Acacia genistifolia*. The ground layer supports a diverse range of shrubs including Gold-dust Wattle *Acacia acinacea*, Cranberry Heath *Astroloma humifusum*, Flame Heath *Astroloma conostephioides* and Common Eutaxia *Eutaxia microphylla*. Herbs present include Cotton Fireweed *Senecio quadridentatus*, Fuzzy New Holland Daisy *Vittadina cuneata* and Sheep's Burr *Acaena echinata*, and the offset site also supports a range of

graminoid species including Black-anther Flax-lily *Dianella admixta*, Common Wheat-grass *Anthosachne scabra*, Wattle Mat-rush *Lomandra filiformis*, Small Mat-rush *Lomandra sororia*, Common Rapier-sedge *Lepidosperma filiforme*, Tall Sedge *Carex appressa*, Knob Sedge *Carex inversa*, Grey Tussock-grass *Poa sieberiana*, Wallaby Grasses *Rytidosperma* spp. and Spear Grasses *Austrostipa* spp.

An assessment of tree density and species composition was undertaken within the offset site, including GPS mapping of all Large Old Trees (over 70cm DBH) and assessment of tree the size (DBH) and species of all trees within three 20x20m sub-plots. The proposed offset area includes 22 large old Yellow Gum trees, one large old Yellow Box tree and one large old Grey Box tree (Figure 3). Based on the three sub-plots, approximately 93% of trees within the offset site are Yellow Gum, with Grey Box making up the remaining seven percent. Yellow Box was recorded within the offset site but not within the sub-plots.

Total tree density across the offset site is assessed as 3,900 trees per hectare, based data from the three sub-plots. The offset site supports a range of tree size classes, with seedlings (diameter of 1 cm or less) representing 51% of trees, and small trees 1-20cm DBH representing 42%. The density of trees with a DBH of over 20cm is estimated to be 250 trees per hectare. Large tree density (based on the GPS mapping of all large trees within the offset area) is estimated to be 5.3 per hectare.

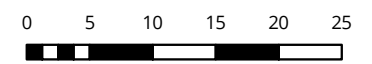




**Legend**

- Site
- + Clearing site - Newstead
  - + Offset site - Deep Lead

Figure 1: Location of impact site and proposed Deep Lead offset site



Scale: 1:600,000 @ A4  
 Coordinate System: GDA 1994 MGA Zone 55







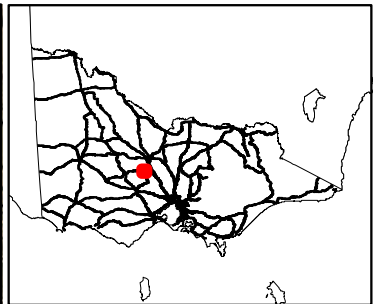
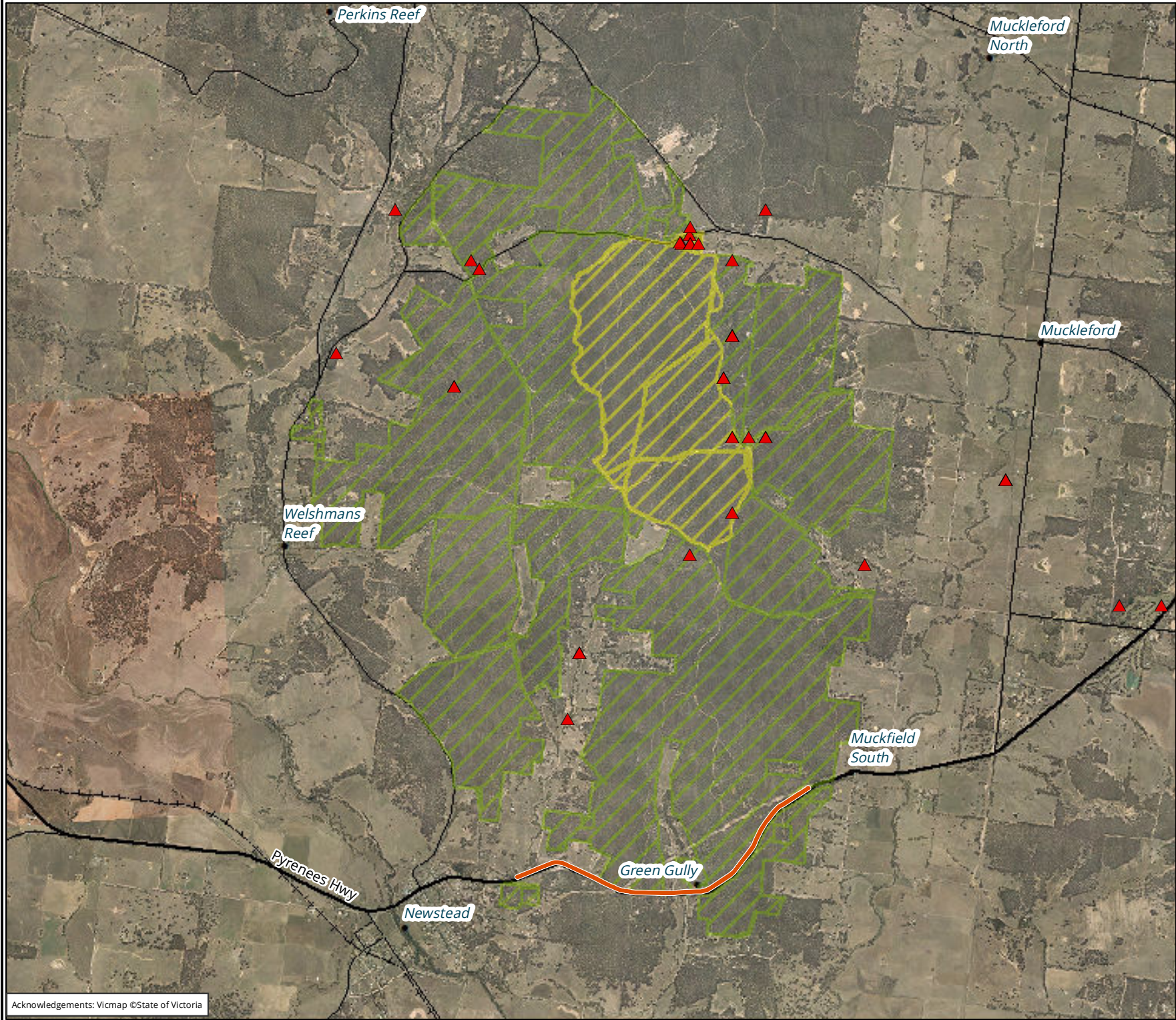


**Table 2 Summary of offset site suitability**





Site feature	Impact site	Proposed offset site
<b>Bioregion</b>	Goldfields	Goldfields
<b>Site area</b>	Impact area 0.6322 hectares.	Proposed offset area 4.5 hectares.
<b>Ecological Vegetation Class (EVC)</b>	Box Ironbark Forest (EVC 61) and Alluvial Terraces Herb-rich Woodland (EVC 67).	Higher Rainfall Shallow Sands Woodland (EVC 882_61) and Plains Sedgy Woodland (EVC 283).  Refer to Appendix 6 for EVC benchmarks.
<b>Swift Parrot foraging habitat</b>	Removal of key foraging tree species Grey Box, Yellow Gum and Yellow Box. Removal of other tree species - Red Box <i>Eucalyptus polyanthemos</i> and River Red-gum <i>Eucalyptus camaldulensis</i> .	Site supports key foraging tree species Yellow Gum, Yellow Box and Grey Box.
<b>Large Old Trees</b>	Project will impact upon nine Large Old Trees (as defined within EVC benchmarks).	24 Large Old Trees (> 70 cm DBH) were recorded within the 4.5 ha site, which equates to 5.3 per hectare.
<b>Swift Parrot records</b>	Not recorded within the project area, but known to occur in nearby habitat. Victorian Biodiversity Atlas records within nearby Muckleford State Forest and Muckleford NCR (Figure 2).	Not recorded within the proposed offset site, but known to occur in nearby habitat. Victorian Biodiversity Atlas records within Deep Lead NCR (Plate 1).
<b>Proximity to priority foraging areas</b>	Project area within 3 km of priority foraging site Muckleford NCR and adjacent to Muckleford State forest.	Site adjoins priority foraging site - Deep Lead NCR.
<b>Proposed legal protection mechanism</b>	N/A	Section 69 Agreement registered under the Victorian <i>Conservation Forests and Lands Act 1987</i>



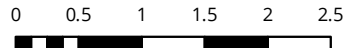




**Legend**

-  Project area
-  EPBC Listed - Swift Parrot
- Public land**
-  Muckleford Nature Conservation Reserve
-  Muckleford State Forest

**Figure 2: Pyrenees Highway road safety project area, Newstead Victoria**



Kilometres  
 Scale: 1:60,000 @ A4  
 Coordinate System: GDA 1994 MGA Zone 55

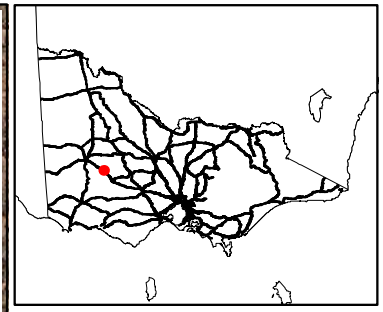








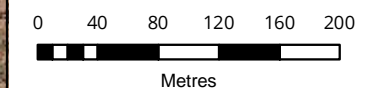
Cornerpoint	Eastings	Northings
1	652497.7842	5903069.731
2	652633.7884	5903128.213
3	652506.8055	5903401.111
4	652356.2471	5903343.402
5	652420.7467	5903212.704
6	652454.9907	5903224.578
7	652482.7827	5903161.333
8	652455.0618	5903150.459



**Legend**

- BushBroker Credit Site BB-3018
  - Proposed Offset Area
  - Large old trees
- EVC**
- Higher Rainfall Shallow Sands Woodland (EVC 882\_61) - Zone 1G
  - Plains Sedgy Woodland (EVC 283) - Zone 1F

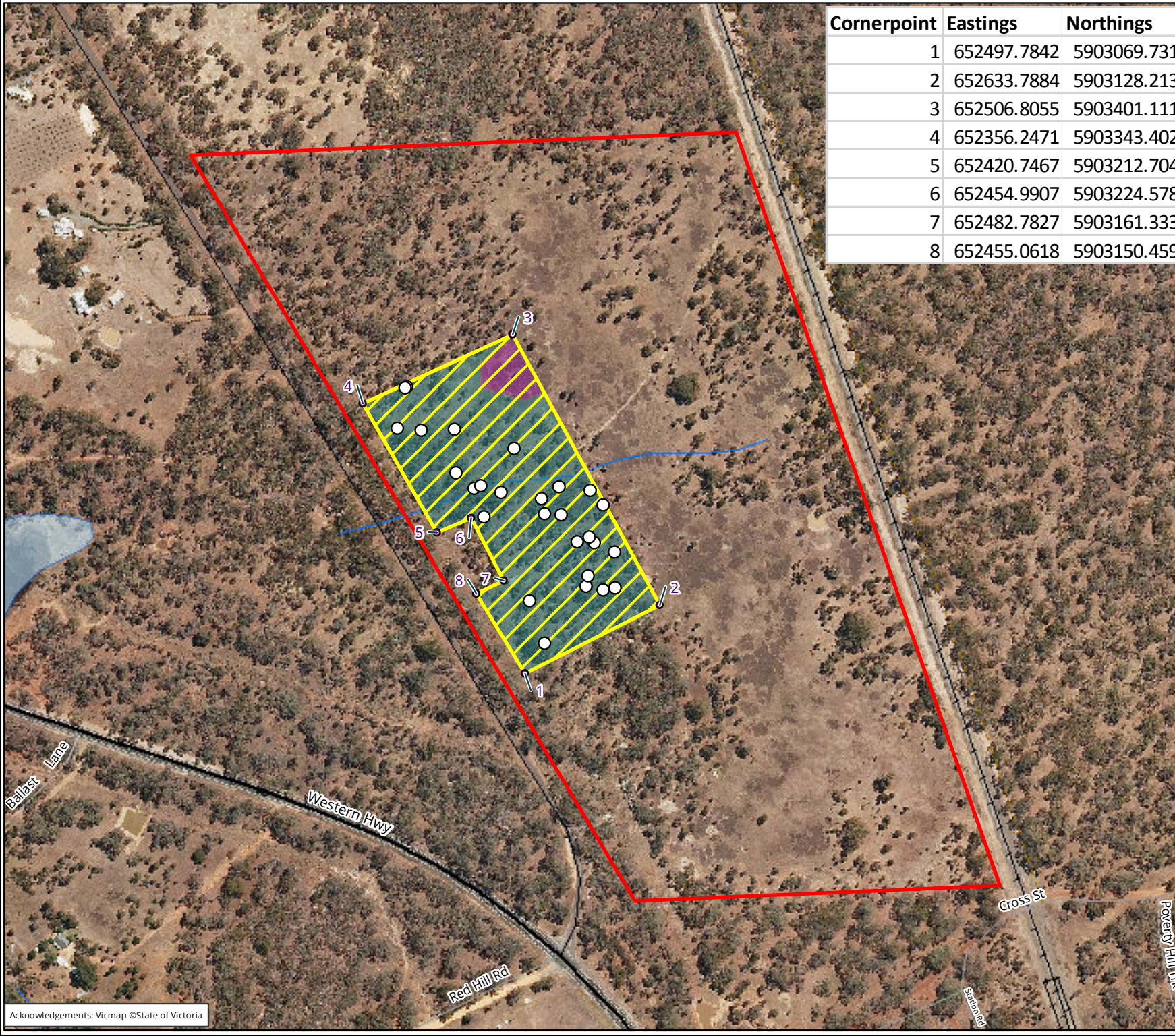
Figure 3: Deep Lead offset site



Scale: 1:5,000 @ A4  
 Coordinate System: GDA 1994 MGA Zone 55

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 Checked by: MG, Drawn by: GD, Last edited by: gdavies  
 Location: \\bio-data-01\matters\24000s\24012\mapping\24012\_F3\_ProposedOffsetA4







## Site condition

The proposed offset site has been subject to past disturbance for gold mining, with numerous old mine shafts scattered throughout the site, and areas of excavated ground with little topsoil present. The offset site is also likely to have been recently grazed, which may have impacted upon the understorey, in particular recruitment within the medium and large shrub layer.

The offset site is in moderate condition, having a relatively well developed overstorey, presence of Large Old Trees and most understorey life forms present. There is strong recruitment of canopy species, and most other woody species were observed to be recruiting. The quality of the habitat for Swift Parrot foraging is considered moderate-high, due to the dominance of preferred foraging tree species, the mixture of tree age classes, the presence of large trees and the close proximity of other key foraging areas (within 500m of Deep Lead NCR).

Weed cover is general low throughout the offset site (approximately 10% cover). A range of introduced species are present, including Annual Veldt-grass *Ehrharta longifolia*, Common Centaury *Centaureum erythraea*, Bridal Creeper *Asparagus asparagoides*, Common Sow-thistle *Sonchus oleraceus*, Stinkwort *Dittrichia graveolens*, Onion Grass *Romulea rosea* and Cleavers *Galium aparine*.

There are also signs of old rabbit warrens within the offset site.

## Current permitted land uses

The property is zoned Rural Living Zone (RLZ-Schedule 2) within the Northern Grampians Shire Planning Scheme. The purpose of the RLZ is to allow for residential use in a rural environment, and to allow for some agricultural uses. Further subdivision of the land is subject to a minimum lot size of eight hectares. As part of the establishment of the offset site, the four land titles have been consolidated to one, and a building envelope for construction of a single dwelling has been identified in a disturbed area in the northwest corner of the property.

The property is also subject to the Bushfire Management Overlay, which imposes additional conditions on the design and approval of new buildings including the provision to provide defendable space.

Within Victoria, removal of native vegetation is controlled under Clause 52.17 of the Victoria Planning Provisions. Some removal of native vegetation is currently permitted (exempt from a planning permit requirement – See Clause 52.17-7) to the minimum extent possible, for activities including:

- Removal of dead vegetation.
- Removal of vegetation for construction of a boundary fence.
- Mowing of understorey grass vegetation to a height of 100 mm above ground level.
- Grazing by domestic stock.
- Timber harvesting of 'reasonable amounts' for personal use, including firewood and construction of fences or buildings.
- Pruning of up to 1/3 of the foliage of individual plants.
- Treatment of pest animal burrows or weed infestations.
- Stone exploration or extraction.
- Fire protection, including periodic fuel reduction burning or construction of firebreaks and fire fighting access tracks.

Removal of native vegetation within the offset site may also require approval via the EPBC Act, for impacts to Matters of National Environmental Significance including Swift Parrot. There are no existing buildings within the property in which the proposed offset area is located.

### Existing offset arrangements

The proposed offset area has not been allocated for the provision of any other offsets, either under the EPBC offsetting policy or for provision of offsets under Victorian policy, including the Biodiversity Assessment Guidelines or the Net Gain Framework.

Other sections of the property contain Matters of National Environmental Significance, including populations of threatened flora - Spiny Rice-flower *Pimelea spinescens* and Large-fruit Fireweed *Senecio macrocarpus*. These sections may be subject to separate, future offset arrangements for other projects.

#### 2.3.1 Assessment of offset site using EPBC Act Offset Assessment Guide

Offset requirements were determined in accordance with the EPBC Act Offsets Policy (October 2012). An offset calculation has been undertaken using the EPBC Act Offset Assessment Guide spreadsheet (Appendix 1). The input parameters and results of this calculation are summarised Table 3.

**Table 3 Offset assessment guide calculations**

Parameter	Value	Notes
<b>Impact to Swift Parrot habitat</b>		
Area of impact	0.63	Total area (hectares) of direct foraging habitat loss
Quality	5	Scale of 0 – 10. Habitat hectare score (from the Ecolink biodiversity assessment) has been used as a surrogate for site quality. Habitat scores of impacted areas ranged from 0.37 to 0.61.
Total quantum of impact	0.32	
<b>Offset calculations – Deep Lead offset site</b>		
Offset area	4.5	Hectares
Time until ecological benefit	5	Years
Time over which loss is averted	20	Years
Start quality	6	Scale of 0 – 10.
Future quality without offset	5	Potential for decline in quality through weed invasion and grazing, which is currently allowable within the property according to current planning controls.
Further quality with offset	7	Gradual improvement in condition of overstorey (foraging habitat) and understorey.
Risk of loss (%) without offset	25%	Potential for partial permitted clearance of the site, including timber harvesting for firewood collection and house



Parameter	Value	Notes
		construction. Other permitted uses, including grazing would continue to decline the habitat condition.
Risk of loss (%) with offset	10%	Low risk of temporary loss of foraging habitat following wildfire.
Confidence in results	80%	
% of impact offset	155%	Exceeds minimum of 90% direct offset

A conservative set of parameters have been specified. The provision of a 4.5 hectare offset area results in a direct offset of over 155% of the impact. The parameters used are shown in Table 3 and Appendix 1, and summarised below.

### Impact at the clearance site

The area of impact (0.63ha) and habitat quality (5/10) are derived from the Ecolink biodiversity assessment, using the Habitat Hectare score as a surrogate for habitat quality. Habitat hectare scores at the clearing site ranged from 0.37 to 0.61, and the score of 5 (50%) has been used in the offset calculator.

### Offset site quality

The current quality of the offset site, in relation to Swift Parrot foraging quality, is estimated at 6/10. This is based on the general vegetation condition and the size and dominance of Swift Parrot foraging tree species. Within the period of the plan, it is expected that quality of the offset site will improve slightly, as trees continue to grow and threats to vegetation condition are managed.

### Risk of loss

If the site were not established as an offset area, there is a chance (25%) that the value of the site would be degraded due to continuation of activities that are currently permitted, such as timber harvesting, grazing by domestic stock and potentially clearing for house building. Threats would continue to be managed at current levels, which may result in increases in weed cover and prevalence of pest animals.

Vegetation within the offset site will continue to have a low risk of loss through wildfire, although this would be a temporary loss, as most wildfires would be unlikely to kill all trees in this type of vegetation. It is not recommended to undertake fuel reduction burning or clearing of firebreaks to reduce wildfire risk as these activities would degrade the quality of the habitat within surrounding areas.



### 3. Part B: Offset Implementation

This section presents the actions required to implement the OMP. The plan details methods for the management and conservation of native vegetation at the offset site for the protected matter (Swift Parrot) over the requisite ten year management period and in perpetuity.

The aim is to implement the offset either before, or at the same point in time as, the impact arising from the action. This timing is distinct from the time it will take an offset to yield a conservation gain for the protected matter, which may be a point in the future.

All works would be conducted by a suitably qualified and experienced contractor and/or the landholder. Prescribed management actions are, where relevant, in accordance with the BushBroker standards for management (DSE 2012a, DSE 2012b and DSE2012c).

The plan aims to achieve vegetation improvement gains through on-ground actions and therefore is required to be achievable, straightforward and practical. All of the management actions specified must be measurable against the commitments made in the calculation of improvement over time to achieve the target conservation gains for the protected matter under the EPBC Act.

#### 3.1 EPBC Act approval conditions

This OMP has been formulated to comply with the conditions specified in the approval for the Road safety Works, Pyrenees Highway, Green Gully, Victoria (EPBC 2016/7809). Relevant conditions, including references to corresponding sections of this plan, are detailed in Table 4.

**Table 4 EPBC 2016/7809 approval conditions**

Condition #	Condition details	OMP response	OMP section #
4	Prior to the commencement of the action, to compensate for the loss of 0.6 hectares of Swift parrot habitat, the approval holder must, for the long-term protection of Swift parrot habitat, enter into a legal mechanism to secure an offset containing at least 4.5 hectares of Swift parrot habitat at Deep Lead, or another offset agreed to by the Minister in writing.	An Offset site containing at least 4.5 hectares of Swift parrot habitat at Deep Lead (figure 3) has been secured under a Victorian Bushbroker agreement registered under Section 69 of the <i>Conservation, Forests and Lands Act 1987</i> (Vic)	Section 2.3, Figure 3 Section 3.3
5	Within 14 Days of the offset, required under condition 4, being secured the approval holder must provide the Department with: a. written evidence demonstrating that the offset has been secured b. shapefiles and offset attributes that clearly define the location and boundaries of the offset site.	The Offset site, containing at least 4.5 hectares of Swift parrot habitat at Deep Lead (figure 3) was as of the 21 September 2017 secured under a Victorian Bushbroker agreement under Section 69 of the <i>Conservation, Forests and Lands Act 1987</i> (Vic). A copy of the written evidences is attached to this OMP, as follows:	Section 2.3, Figure 3 Section 3.3 Appendix 3 Appendix 4

Condition #	Condition details	OMP response	OMP section #
		<ul style="list-style-type: none"> <li>Offset site landholder Agreement is attached in Appendix 3; and</li> <li>Registration of Section 69 Agreement onto the property title for the Offset Site is attached as Appendix 4.</li> </ul> <p>Required evidences will be forwarded to the DOEE within 14 Days of the offset being secured.</p>	
6	<p>The approval holder must ensure the Deep Lead offset site is managed in accordance with the Offset Management Plan at Deep Lead for a period of at least 10 years commencing from the day the offset is secured.</p>	<p>Part B – Offset Implementation, Section 3 of the OMP, outlines the actions required to implement the OMP for the Offset site for 10 years. Specifically:</p> <ul style="list-style-type: none"> <li>Section 3.8 outlines Management Actions and land use commitments;</li> <li>Section 3.9 outlines the required monitoring for the Offsets site;</li> <li>Section 3.10 outlines reporting requirements;</li> <li>Section 3.11 outlines auditing requirements;</li> <li>Section 3.12 outlines plan review; and</li> <li>Section 4 details a schedule of managements actions, risks, monitoring and reporting.</li> </ul>	<p>OMP – Part B – Section 3 OMP – Part B – Section 4</p>
8	<p>The approval holder must maintain accurate records substantiating all activities associated with or relevant to the conditions of approval, including measures taken to implement any management plans and offset management measures required by this approval, and make them available upon request to the Department. Such records may be subject to audit by the Department or an independent auditor in accordance with section 458 of the EPBC Act, or used to verify compliance with the conditions of approval. Summaries of audits will be posted on the Department's website. The results of audits may also be publicised through the general media.</p>	<p>Refer to details above with reference to Condition 6. Specifically site monitoring, records, reporting and auditing for the Offset site are detailed in the following sections:</p> <ul style="list-style-type: none"> <li>Section 3.8 outlines Management Actions and land use commitments,</li> <li>Section 3.9 outlines the required monitoring for the Offsets site</li> <li>Section 3.10 outlines reporting requirements</li> </ul>	<p>OMP – Part B – Section 3 OMP – Part B – Section 4</p>

Condition #	Condition details	OMP response	OMP section #
		<ul style="list-style-type: none"> <li>Section 3.11 outlines auditing requirements,</li> <li>Section 3.12 outlines plan review,</li> </ul> Section 4 details a schedule of managements actions, risks, monitoring and reporting.	
9	Within three months of every 12 month anniversary of the commencement of the action, the approval holder must publish a report on their website addressing compliance with each of the conditions of this approval, including implementation of any management plans as specified in the conditions. Documentary evidence providing proof of the date of publication and non-compliance with any of the conditions of this approval must be provided to the Department at the same time as the compliance report is published.	Refer to details above with reference to Condition 6 and 8.  Reports as completed will be published as specified in Condition 9 on the VicRoads website and required evidences will be forwarded to the DOEE within the required timeframes.	OMP – Part B – Section 3 OMP – Part B – Section 4
10	Upon the direction of the Minister, the approval holder must ensure that an independent audit of compliance with the conditions of approval is conducted and a report submitted to the Minister. The independent auditor must be approved by the Minister prior to the commencement of the audit. Audit criteria must be agreed to by the Minister and the audit report must address the criteria to the satisfaction of the Minister.	Any additional compliance audits will be conducted in accordance with the Federal Ministers direction.  In general, the OMP details reporting, auditing and plan review requirements in the following sections: <ul style="list-style-type: none"> <li>Section 3.10 outlines reporting requirements;</li> <li>Section 3.11 outlines auditing requirements; and</li> <li>Section 3.12 outlines plan review.</li> </ul> Section 4 details a schedule of managements actions, risks, monitoring and reporting.	OMP – Part B – Section 3 OMP – Part B – Section 4
11	Unless otherwise agreed to in writing by the Minister, the person taking the action must publish all management plans and monitoring programs referred to in these conditions of approval on its website. Each management plan and monitoring programs must be published on the website before the commencement of construction.	VicRoads will publish all relevant management plans (i.e. OMP, Project CEMP) on the VicRoads website before the commencement of construction.	Not Applicable

### 3.2 Offset site details

Table 5 provides details of the offset site, including the landowner, parcel details and local government property information.

**Table 5 Offset Site Details**

Offset Site Details	
Landowner of offset site	Deep Lead Pty Ltd
Type of offset	3 <sup>rd</sup> party
Location and address of offset site	Old Glenorchy Road Deep Lead Victoria 3385
Area of offset site	4.5 ha
Parish	Illawarra
Allotment	237
Volume / Folio	11912 / 567
Local Government Area	Northern Grampians
Council Property Number	1057051
Bioregion	Goldfields

### 3.3 Offset security, management responsibility and reporting requirements

VicRoads has located a suitable offset site and negotiated an agreement with the owners of the property. The proposed offset area is located within a larger offset site, which has been registered as a Native Vegetation Credit Site through the BushBroker System. The property is owned by Deep Lead Property Pty Ltd, who will be responsible for ongoing management of the offset site throughout the period of this plan.

The offset site has been secured and will be managed for the purposes of conservation in perpetuity via an agreement under Section 69 of the *Conservation Forests and Lands Act 1987* (details of the agreement are provided in Appendix 3). The management strategy for the proposed offset site consists of implementing a vegetation offset management plan incorporating retaining trees and fallen timber, excluding stock, weed and vermin control and regular monitoring. Details of security and management responsibility are shown in Table 6. The section of the offset site to be allocated for this OMP has not been allocated for the provision of any other State or Federal offsets.

**Table 6 Security and Management Responsibility and Reporting Requirements**

Responsibility	
<b>Who is liable/responsible for meeting offset requirements?</b>	VicRoads
<b>Type of security</b>	BushBroker agreement under Section 69 of the <i>Conservation, Forests and Lands Act 1987</i>
<b>Date of commencement for BushBroker landholder agreement</b>	19 September 2017
<b>Date 10-year offset management to commence</b>	To be completed
<b>Date 10-year offset management expires</b>	To be completed
<b>Date agreement registered on-title</b>	19 September 2017
<b>Offset site management responsibility</b>	Deep Lead Property Pty Ltd
<b>Offset Monitoring Responsibility</b>	Deep Lead Property Pty Ltd
<b>Site management</b>	Deep Lead Property Pty Ltd
<b>Monitoring</b>	Deep Lead Property Pty Ltd
<b>Auditing</b>	VicRoads
<b>Reporting responsibility (BushBroker)</b>	Deep Lead Property Pty Ltd
<b>Reporting responsibility (Department of the Environment and Energy)</b>	VicRoads
<b>Plan review</b>	VicRoads

The offset area has been secured in-perpetuity via an agreement under Section 69 of the *Conservation, Forests and Lands Act 1987*, which was registered on the title on 19 September 2017. The encumbrance registered on title (through an agreement under Section 72 of the *Conservation, Forests and Lands Act 1987*), requires the landholder and future owners to manage the land in accordance with the BushBroker Offset Management Plan. Refer to Appendix 4 for details of the on-title agreement.

The Deed will specifically state the in-perpetuity land-use commitments across the offset site to:

- Retain all standing trees (dead or alive);
- Retain all fallen timber/branches/leaf litter;
- Exclude domestic stock;
- Eliminate all high threat environmental woody weeds (to < 1% cover) and ensure that the cover of other high threat weeds does not increase beyond current levels;

- Monitoring for any new and emerging weeds and eliminate to < 1% cover; and
- Control rabbits and foxes.

The offset site owner will be responsible for implementing the management plan and carrying out the management actions. The implementation of the management plan will be monitored by an independent ecologist who will verify that the actions have been carried out appropriately (refer to Section 3.7 for details).

### **3.4 Environmental outcomes to be achieved**

The key environmental outcomes to be achieved through protection and management of the offset area are:

- Legal protection of 4.5 hectares of Swift Parrot foraging habitat for the period of the plan, and in perpetuity
- Physical protection of the habitat area from manageable threats including stock grazing, weed infestations and firewood collection.
- Improvement in the condition of Swift Parrot foraging habitat, as measure by Habitat Hectare score.

#### **3.4.1 Future condition classes**

The offset calculations used to define the size of the offset area (Appendix 1), specify an improvement in average habitat condition throughout the offset site over the period of the plan from 6/10 to 7/10. Habitat condition will be assessed using the Habitat Hectare method (DSE 2004), which scores sites based on a range of parameters including the tree canopy, understorey, presence of large trees, tree and shrub regeneration and other habitat features. Habitat Hectare assessments will be undertaken in marked quadrats distributed through both habitat zones (1F and 1G – refer to the BushBroker Zone plan in Appendix 2) as described in Section 3.9.4.

#### **3.4.2 Performance and completion criteria**

Key performance and completion criteria are:

- Improvement in average site condition as described in Section 3.4.1.
- Establishment of legal protection.
- Successful management of threats, including exclusion of stock grazing and fire wood collection, weeds and pests as specified in the BushBroker Plan and Section 3.8.
- Completion of scheduled management actions (Section 3.8 and Table 8).
- Completion of scheduled monitoring activities (Section 3.9 and Table 10).
- Completion of scheduled reports and audits (Section 3.10, 3.11 and Table 11).

### **3.5 Limitations and uncertainty**

This management plan has been formulated using data from recently conducted site inspections, both by VicRoads, an independent ecologist and by independent ecologists in the formulation of the BushBroker Management Plan. The BushBroker Management Plan (Appendix 2) and Landholder Agreement (Appendix 3) have been subject to external review and quality assurance by DELWP as part of the process to register the site within the Victorian Native Vegetation Credit Register. Relevant federal and state government policies, procedures and databases have also been consulted where appropriate.



To date, there are no confirmed database records, within the Victorian Biodiversity Atlas or the Birds Australia Database, of Swift Parrot visiting or foraging within proposed offset area. Despite this, the plan is formulated on the assumption that Swift Parrot have used the offset site, and will to use the site into the future. The offset site is in close proximity to Deep Lead Nature Conservation Reserve, which is listed as a priority site for conservation of Swift Parrot habitat within the Swift Parrot Recovery Plan (Saunders and Tzaros 2011 – refer to Plate 1). The offset site located within the known winter migration range of Swift Parrot within western Victoria, and is dominated by key Swift Parrot feed tree species.

The offset calculations have been performed using conservative estimates of site improvement, and the area to be reserved provides an offset in excess (155%) of the offset area required to balance the impacts (refer to Section 2.3.1 and Appendix 1 for details of the calculations).

### 3.6 Ongoing management commitments

The offset site will be managed for the purposes of conservation. Management of this offset site will be in accordance with the EPBC Act approval conditions and aims to achieve an improvement in the overall condition of vegetation in accordance with the EPBC Act offset Calculator (Appendix 1).

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

- Eliminating all wood weeds < 1% cover.
- Ensuring that weed cover does not increase beyond the current level (current total herbaceous weed cover for habitat zone 1F and 1G are 20% and 25% respectively).
- Monitoring for any new and emerging weeds and eliminate to < 1% cover.
- Controlling rabbits.
- Retaining all standing trees, dead or alive.
- Retaining fallen logs and fallen branches.
- Exclude stock.

### 3.7 Risk assessment and adaptive management

This Plan provides actions for a period of 10 years. The timing of actions and whether they occur is based on adaptive management. By monitoring the outcomes of actions, management will be adapted to ensure the stated commitments in the Plan are adhered to. Also over time, new management techniques may become available, or further information on the ecology and status of the vegetation communities onsite may necessitate adjustment to management actions. Seasonal conditions can also vary greatly from year to year and influence offset site management actions in any one year. This seasonality is recognised in this offset plan by allowing for flexibility around timing of actions at the discretion of the land manager.

Section 4 includes tables of management actions (Table 8) and a risk assessment (Table 9) with associated monitoring (Table 10) and reporting (Table 1) programs.

Key risks identified in Table 9 include:

- Entry of domestic stock or unauthorised vehicles into the offset area;
- Illegal firewood collection;

- Woody weed infestations;
- Rabbit infestations; and
- Wildfire.

Failure of the adaptive management approach to adequately respond to risks, as identified in monitoring reports (Section 3.10) or audits (Section 3.11), will result in a review of this plan, as discussed in Section 3.12 and Table 9.

### 3.8 Management actions and land use commitments

This section presents the actions required to implement the management strategy for the offset site to satisfy the requirements of the EPBC Act approval condition(s). The offset site is to be secured and managed for conservation purposes in perpetuity. Management actions described below are to be implemented for a period of 10 years in accordance with the EPBC Act approval conditions that pertain to Habitat Zones 1G and in part 1F of the Management Plan for Credit Site BB-0318-LA01 (see Appendix 2). The landowner will continue to manage the offset site after the completion of year 10 as specified under the covenant agreement.

Offsets will be achieved by:

- Weed control:
  - Ensuring that weed cover does not increase beyond current levels.
  - Eliminating all high threat environmental woody weeds (< 1% cover).
  - Monitoring for any new and emerging weeds and eliminate to < 1% cover.
- Managing logs and organic litter.
- Regeneration monitoring and ecological thinning.
- Controlling rabbits, hares and foxes.
- Monitoring and controlling new and emerging pest animals.
- Retaining all standing trees, dead or alive.
- Monitoring tree regeneration and overstorey condition and undertaking supplementary planting if required as a result of monitoring activities.
- Retaining fallen logs and fallen branches.
- Excluding stock.

The management actions listed below outline the prescribed actions for achieving the required gains through active management (maintenance and improvement) and permanent protection of the offset site. Table 8 details these prescribed actions and outlines the relevant timing for implementation. These actions will be applied to the entire offset areas (Habitat Zones 1F and 1G), as identified in Figure 3.

Where appropriate, the offset management plan and specified management actions should form part of a broader strategy for long-term management of ecological values within contiguous land.

### 3.8.1 Fencing

Threats including stock must be excluded from the offset area at all times. Unauthorised access must also be prevented, particularly access via vehicle for unauthorised firewood collection. Preventing access will also minimise soil disturbance, soil compaction and importing of weeds and pathogens. The intention of fencing is to protect the property from threats in perpetuity.

The property boundary is currently fenced and has adjacent features, e.g. a deep table drain on Old Glenorchy Road, private land to the north with person living onsite, limited access on rail reserve to east and road reserve to the south, that currently control access and threats effectively. There is no requirement to fence the 4.5 ha offset area, as it is located within a fully fenced property.

Currently there is no grazing on properties adjoining the offset site. Monitoring of access and threats will be conducted on an ongoing basis with fencing repaired or upgraded as required to control threats.

Where fencing exists or is required to control threats, 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 (DSE 2012c), for the term of the plan.

### 3.8.2 Woody weeds

#### Elimination of all woody weeds

Only one woody weed – Sugar Gum – was recorded within the property in which the offset site is located. No Sugar Gums are present within the proposed offset area. The few Sugar Gums present throughout the property will be retained for habitat value. Any Sugar Gum tree recruits observed within the offset site will be prevented via the removal of seedlings and emerging plants. Any other woody weeds recorded on site must be eliminated appropriately. Indigenous plants must not be impacted during treatment. Monitor for any re-sprouting or seedlings and eradicate (either cut & paint, spot spray or hand pull).

#### New and emerging woody weeds

Monitoring for new and emerging woody weeds will 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 (DSE 2012).

### 3.8.3 Herbaceous weeds

#### Control of all herbaceous weeds

*The Catchment and Land Protection Act 1994* lists noxious weeds and requires that all landowners take reasonable steps to prevent the spread of, eradicate and / or control noxious weeds on their land.

The control of high threat and listed noxious weed species is a key management action within the offset site and must be adequately addressed if improvement site gains are to be achieved.

All weeds will be treated, with an emphasis on ensuring that weed cover does not increase beyond current levels. Weeds listed in Table 7 were found on site and are considered to be a high threat. These weeds will be monitored each year to ensure their cover is not increasing. Increasing cover of these weeds will be controlled using the methods outlined in Table 7. Treat weeds before the plant has flowered and set seed. Indigenous plants will not be impacted during treatment.

Refer to BushBroker Information Sheet 8 – Standards for Management – Weeds (DSE 2012b).

## New and emerging herbaceous weeds

Monitoring for new and emerging herbaceous weeds will be conducted throughout the year for the term of the agreement, and any new and emerging weeds eliminated. In addition to any high threat weeds, this must include any noxious weeds listed under the *Catchment and Land Protection Act 1994* (CaLP).

**Table 7 Herbaceous weeds to be controlled – method and timing**

Scientific name	Common name	Method	Timing
<i>Arctotheca calendula</i>	Cape Weed	Spot spray prior to flowering. Annual lifecycle – heavy control in early outbreak can reduce spread quickly.	Spring
<i>Asparagus asparagoides</i>	Bridal Creeper	Hand removal and spot spraying with an appropriate herbicide.	Winter and Spring
<i>Cirsium vulgare</i>	Spear Thistle	Chip out or spot spray with an appropriate herbicide.	Autumn and Spring
<i>Dittrichia graveolens</i>	Stinkwort	Spot spray with an appropriate herbicide.	Spring and Summer
<i>Ehrharta longiflora</i>	Annual Veldt-grass	Spot spray with an appropriate herbicide.	Spring and Summer
<i>Erodium moschatum</i>	Musky Stork's bill	Spot spray with an appropriate herbicide.	Winter
<i>Freesia alba x Freesia leichtlinii</i>	Freesia	Spot spray with an appropriate herbicide.	Winter and Spring
<i>Galium aparine</i>	Cleavers	Spot spray with an appropriate herbicide.	Winter and Spring
<i>Lolium perenne</i>	Perennial Rye-grass	Spot spray with an appropriate herbicide.	Winter to Spring
<i>Malva sp.</i>	Mallow	Spot spray with an appropriate herbicide.	Spring and Autumn
<i>Romulea rosea</i>	Onion Grass	Spot spray with an appropriate herbicide approximately 6 weeks after emergence, prior to flowering.	Autumn
<i>Silybum marianum</i>	Variegated Thistle	Chip out or spot spray with an appropriate herbicide.	Autumn and Winter
<i>Sonchus oleraceus</i>	Common Sow-thistle	Chip out or spot spray with an appropriate herbicide.	Winter to Spring
<i>Vulpia bromoides</i>	Squirrel-tail Fescue	Spot spray with an appropriate herbicide.	Winter to Spring

### 3.8.4 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.

Rabbits will 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 (DSE 2012a). This involves fumigation, hand collapsing of burrows and baiting. Remove any carcasses to prevent poisoning of native predators.

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

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

### 3.8.5 Supplementary planting

Supplementary planting of tree species (Grey Box *Eucalyptus microcarpa* and Yellow Gum *Eucalyptus leucoxylon*) is required within habitat zone 1F. Details are provided within Table 8 of the BushBroker Management Plan (Appendix 2).

## 3.9 Monitoring

### 3.9.1 Fence condition

Surveys of the property boundary fence must be conducted quarterly, and when visiting the site to conduct other monitoring or management actions. Any damage to the fence that may allow vehicles or stock to enter must be repaired immediately.

### 3.9.2 Weed monitoring

Weed monitoring will be conducted annually in spring. There will be two components to the monitoring:

- Inspection of the entire offset area for woody weeds, by walking transects throughout the area at approximately 20m spacing. Complete coverage of the offset site will require eight transects, each extending for 300m. All patches of infestations or individual plants will be mapped with a GPS, and the locations will be supplied to the weed management contractor/landholder for treatment. Subsequent monitoring will then revisit previously mapped infestations to evaluate the success of weed control, as well as inspecting the entire offset site for new infestations.
- While conducting the woody weed mapping transects, notes will be taken regarding the cover of herbaceous weed species, and cover will be estimated to the nearest percentage. Species and areas suitable for targeted treatment (such as spot spraying), will be mapped and supplied to the weed management contractor/landholder for treatment.

### 3.9.3 Pest animal monitoring

Signs of pest animals (rabbits and foxes) will be recorded during weed monitoring surveys, and all other times when visiting the offset site. In particular, the locations of any active rabbit warrens must be mapped using GPS, and the locations supplied to the pest animal management contractor/landholder for treatment. Subsequent monitoring will then revisit previously mapped warrens to check for on-going use, as well as searching for new warrens throughout the offset area.

### 3.9.4 Tree and shrub recruitment and canopy condition

Large trees, particularly Yellow Gum *Eucalyptus leucoxylon*, provide important foraging habitat for Swift Parrot within the offset site. Management actions aim to protect existing large trees, and ensure that replacement trees are regenerating and growing and neither are subject to too much competition from excessive regeneration of other trees or shrubs.

To monitor offset site regeneration, the cover of immature canopy trees and understorey trees or medium shrubs in the Swift Parrot offset area would be measured each year in six 30 metre quadrats across the 4.5 ha offset site. Locations of these quadrats will be determined during the first monitoring period. One quadrat will be established in Habitat Zone 1F, and five will be established in Habitat Zone 1G. Sides of the quadrats will be oriented in line with north, south, east and west compass bearings, and the south-west corner of each plot will be permanently marked with a steel post to allow repeated monitoring of the same plots.

Habitat hectare assessments will be conducted within each of the six plots (using standard DELWP Habitat Hectare methods – DSE (2004)), and plot photographs will be taken. Photographs will be taken from a position to the south-west of the corner marker, looking in a north-easterly direction, and including the corner marker post in the centre of the photograph.

The plot assessment will involve identification of all shrub and tree species within each plot, and estimation of cover of each species.

If the cover of immature canopy trees, understorey trees or medium shrubs (1 to 5 m tall) is greater than 20% higher than the EVC benchmark then the relevant species will be thinned to achieve a cover of approximate 5%. If the cover of either group is significantly less than 5% then action to encourage regeneration of Yellow Gum and other medium shrubs will be implemented by either addressing threats to regeneration or planting nursery stock to achieve a cover closer to 5%.

Benchmarks for the two EVCs present within the site are provided in Appendix 6. Details of the Habitat Hectare vegetation quality assessment method, including definitions of relevant plant life-forms, are provided in DSE (2004).

## 3.10 Reporting

The landowner must submit a report annually to DELWP and DOEE for each year of the ten years of this management plan. Reports are to be submitted at least two months prior to the anniversary date of the execution of the OMP 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 will 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.

The annual report must include:

- Details of management actions, including on ground works, undertaken within the reporting period.
- Results of monitoring activities, including fence condition, weeds, pest animals and overstorey condition.
- Site photographs.
- Details of compliance or non-compliance with the schedule of management actions (Table 8).
- Details of compliance or non-compliance with performance targets (Table 8).

- Details of any incidents or new and emerging management issues, with recommendations for corrective action and plan review.

The reporting schedule is detailed in Table 11.

### 3.11 Auditing

The approval holder (VicRoads) is responsible for auditing the implementation and effectiveness of the plan. Audits will be conducted by an independent ecologist at the following stages:

- At the end of the first year of site management - this is to ensure that initial management actions are conducted to the satisfaction of the approval holder and DOE, including implementing the legal security mechanism, ensuring the property is securely fenced, and that other initial management actions have commenced.
- At the end of the fourth year of site management – this will involve a review of four annual monitoring and management reports, as well as an independent assessment of the condition of Swift Parrot foraging habitat within the site.
- At the end of the eighth year of site management – as per the four year audit.
- Following the completion of the 10 year management period – to be a final audit of the implementation and effectiveness of the OMP.

The timing of scheduled audits is detailed in Table 11. Additional audits may be triggered as a result of a plan review (Section 3.12) or following an environmental incident resulting in significant change to site conditions, as identified in the risk assessment (Table 9).

### 3.12 Plan review

This plan includes an adaptive management framework, where management actions may be triggered by events occurring within the offset site, or the results of monitoring activities. A review of the plan will only be necessary in the event of a major incident that makes a significant change to the character or condition of the offset area. The most likely such event is a major wildfire, as described in Table 9.

If a plan review is triggered, this will be conducted by VicRoads in consultation with the offset site owner and DOEE. Any future adaptive management changes will be incorporated into the plan and an updated version of the plan will be supplied to DOEE.

The plan review will involve changes to any part of the plan, in order to adequately respond to the trigger and re-direct management actions towards achieving the environmental outcomes under potentially altered site conditions. This could involve changes to:

- Specific details of offset site management methods.
- Monitoring methodology.
- Schedules of monitoring, reporting and auditing.





## 4. Schedule of management actions, risks, monitoring and reporting

This section provides a schedule of management actions (Table 8) for the offset area. Table 9 provides an assessment of the risk of failing to achieve desired outcomes, and specifies how this relates to the monitoring (Table 10) and reporting (Table 11) program.

**Table 8 Management Actions**

Year No	Objective - Habitat Zones 1G & 1F	Timing of activity – month(s)	Standard to be achieved	Related management and monitoring activity (# -see Table 10)
1 and ongoing	<p><b>1. Exclusion of stock, unauthorised activities and vehicle access.</b></p> <p>Ensure the offset site is appropriately fenced from neighbouring land and road reserves.</p> <p>Fences to be monitored and maintained in functional condition.</p>	Within 1 month of commencement of agreement.	<p>Exclusion of domestic stock from offset area.</p> <p>Exclusion of vehicles from offset area.</p> <p>Exclusion of unauthorised access or unauthorised firewood collection.</p> <p>Maintain fencing around the perimeter of the property to the standard detailed in BushBroker Information Sheet 12 – Standards for Management – Fencing (DSE 2012c) (sheep fencing standard). Any new fences, if required to control threats to ecological values, will be constructed to this standard.</p>	<p>Management Sec. 3.8.1</p> <p>Monitoring #1 - Sec. 3.9.1</p>
1 and ongoing	<p><b>2. Remove all woody weed infestations within the offset area</b></p> <p>Weeds to be managed in accordance with BushBroker Information Sheet 8 – Standards</p>	Within 1 month of commencement of agreement.	<p>No woody weeds present within offset area (&lt; 1% cover).</p> <p>Woody weeds not to interfere with shrub and canopy recruitment.</p> <p>Minimise off-target damage (avoid all native plants)</p>	<p>Management Sec. 3.8.2</p> <p>Monitoring #2 - Sec. 3.9.2</p>

Year No	Objective - Habitat Zones 1G & 1F	Timing of activity – month(s)	Standard to be achieved	Related management and monitoring activity (# -see Table 10)
Annual	<p>for Mangement – Weeds (DSE 2012b)</p> <p><b>3. Monitor and control herbaceous weeds.</b></p> <p>Control methods and timing specified in Table 6 and in accordance with DSE (2012b).</p>	Refer to Table 6.	<p>Herbaceous weed cover to not exceed current levels.</p> <p>Herbaceous weeds not to interfere with shrub and canopy recruitment.</p> <p>Minimise off-target damage (avoid all native plants)</p>	<p>Management Sec. 3.8.3</p> <p>Monitoring #2 - Sec. 3.9.2</p>
Ongoing	<p><b>4. Monitor and control new and emerging woody weeds</b></p>	Ongoing	<p>New outbreaks of woody weeds to be removed as soon as detected.</p> <p>No woody weeds present within offset area.</p> <p>Minimise off-target damage (avoid all native plants).</p>	<p>Management Sec. 3.8.2</p> <p>Monitoring #2 - Sec. 3.9.2</p>
Ongoing	<p><b>5. Monitor and control Rabbits, Hares and Foxes.</b></p> <p>Rabbits to be managed in accordance with BushBroker Information Sheet 7 (DSE 2012a).</p>	Ongoing	<p>No fresh ground disturbance by pest animals (particularly rabbits) observed in the offset area.</p> <p>No active rabbit warrens within offset area, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as logs and rocks).</p> <p>No active fox dens within offset area, if present they are to be destroyed through fumigation and hand collapse.</p> <p>Continue to monitor and control rabbits and foxes all year round.</p>	<p>Management Sec. 3.8.4</p> <p>Monitoring #3 - Sec. 3.9.3</p>

Year No	Objective - Habitat Zones 1G & 1F	Timing of activity – month(s)	Standard to be achieved	Related management and monitoring activity (# -see Table 10)
Ongoing	<b>6. Monitor and control all new and emerging pest animals.</b>	Ongoing	Control numbers of any new and emerging pests.	Management Sec. 3.8.4 Monitoring #3 - Sec. 3.9.3
Annual	<b>7. Monitor tree and shrub regeneration and overstorey condition</b> and undertake supplementary planting or ecological thinning if required (section 3.6.6).	Autumn	Tree layer continues to regenerate and provide foraging habitat for Swift Parrot.  Maintain cover of immature canopy trees and understorey trees or large shrubs to a level of not greater than 20% higher than the EVC benchmark (Appendix 6). If cover levels of the relevant species exceed 20% then they will be thinned to achieve a cover of approximately 5%. If the cover of either group is significantly less than 5% then action to encourage regeneration of Yellow Gum and other shrubs will be implemented by either addressing threats to regeneration or planting nursery stock to achieve a cover closer to 5%.	Management Sec. 3.8.5 Monitoring #4 - Sec. 3.9.4
All (annually)	<b>Prepare and submit an annual report.</b>	Submit 2 months prior to agreement anniversary date. Annual reporting under this OMP will be aligned with the reporting requirements of the BushBroker Agreement.	Annual report is signed, dated and submitted by the landholder at least 2 months prior to the anniversary date of the agreement, as specified in the BushBroker agreement.	Refer to section 3.10



**Table 9 Risk assessment and management**

This risk assessment uses the risk framework from the DOEE EMP guidelines. The likelihood and consequence classification is summarised in Appendix 5.

Objective (refer to Table 8)	Event or circumstance	Likelihood	Consequence	Risk level	Trigger	Contingency/s	Related monitoring activity (# See Table 10)
1	Entry of domestic stock to the offset area.  Grazing, browsing and trampling damage to vegetation. Damage to or loss of juvenile trees and shrubs	Unlikely	Minor	Low	Domestic stock sighted on offset site.  Signs of recent stock access.	Remove stock.  Repair fencing.  Monitor vegetation.	1
1	Entry of vehicles to offset area.  Damage to understorey vegetation, soil compaction.	Unlikely	Minor	Low	Vehicle observed on offset site.  Evidence of recent vehicle access e.g. tyre tracks.	Repair fencing.  Assess adequacy of fencing.	1
1	Unauthorised access or unauthorised firewood collection occurs.  Loss of habitat components i.e. fallen logs, standing dead timber.	Unlikely	Minor	Low	Evidence of firewood collection observed, including cut stumps or fallen cut branches.	Assess adequacy of fencing.	1
2, 3, 4	Woody weeds are present within offset area (> 1% cover). Herbaceous weed cover exceeds current levels (20-25%).	Possible	Minor	Low	Woody weed cover exceeds 1%.  Herbaceous weed cover exceeds current levels.	Control weeds. Minimise off-target damage (avoid all native plants)	2



Objective (refer to Table 8)	Event or circumstance	Likelihood	Consequence	Risk level	Trigger	Contingency/s	Related monitoring activity (# See Table 10)
5, 6	Pest animals observed within offset site.  Damage to understorey vegetation or recruiting trees and shrubs.	Possible	Moderate	Medium	Weeds appear to be interfering with shrub and canopy recruitment.	Destroy fox dens and rabbit warrens through fumigation and hand collapse.  Undertake control works for new and emerging pests as appropriate.	3
					Fresh ground disturbance or scats of pest animals observed in the offset area.  Active rabbit warrens observed within offset area.  Active fox dens observed within offset area.  New and emerging pest observed within offset area.		
7	Tree and shrub recruitment is significantly above or below that for the EVC benchmark.	Possible	Minor	Low	Cover of immature trees and shrubs are more than 20% above benchmark levels.  Cover of immature trees and shrubs are significantly less than 5%.	Ecological thinning to achieve a cover of approximately 5%.  Undertake action to encourage regeneration and address threats to regeneration. Plant trees and shrubs to achieve a cover closer to 5%.	4

Objective (refer to Table 8)	Event or circumstance	Likelihood	Consequence	Risk level	Trigger	Contingency/s	Related monitoring activity (# See Table 10)
1, 2, 3, 4, 5, 6, 7	<p>Wildfire.</p> <p>May impact temporarily or permanently on overstorey condition and natural regeneration.</p> <p>May impact upon weed recruitment patterns.</p> <p>May destroy fencing.</p>	Possible	High	Medium	Wildfire observed within offset area.	<p>Monitor tree and shrub regeneration and overstorey condition (immediately post fire and 12 months post fire).</p> <p>Undertake supplementary planting if significant tree death has occurred.</p> <p>Inspect fence condition and repair any damage.</p> <p>Significant wildfire throughout the majority of the offset area is a trigger for plan review (Section 3.12).</p>	1, 4
7	<p>Outbreak of defoliating insect pest.</p> <p>May impact upon overstorey condition.</p>	Possible	Moderate	Medium	Dieback observed in tree canopy during monitoring.	<p>Monitor overstorey condition immediately following the pest attack and 12 months following the attack.</p> <p>Undertake supplementary planting if significant tree death has occurred.</p>	4



**Table 10 Monitoring schedule**

#	Monitoring activity	Parameter/s measured	Survey / monitoring guidelines	Where	When	Reliability
1	Fence condition	Condition of boundary fences.	Survey the perimeter of the offset site to ensure fences are intact and assess evidence of domestic stock, vehicle access or firewood harvesting.  Refer to Section 3.8.1 and 3.9.1 for details.	Offset site perimeter	Quarterly	High
2	Weed monitoring	Cover of woody and herbaceous weed species present.	Vegetation survey to be conducted to identify woody and herbaceous weed species and determine cover. Woody species to be mapped using GPS. Herbaceous weed cover (percentage cover) to be estimated for each habitat zone. All weed species present identified to species level.  Refer to Section 3.8.2, 3.8.3 and 3.9.2 for details.	Offset area (habitat zones 1F and 1G).	Annual - Spring	High
3	Pest animal monitoring (Rabbits, Hares and Foxes, and new and emerging pest animals)	Presence of pest animals or signs e.g. scats, diggings, browsing or grazing	Signs of pest animals to be recorded during vegetation surveys.  Locations of rabbit warrens to be mapped using GPS.  Refer to Section 3.8.4 and 3.9.3 for details.	Offset area (habitat zones 1F and 1G).	Annual – Spring During vegetation condition survey	High
4	Tree and shrub recruitment and canopy condition survey	Number of juvenile trees and large shrubs and canopy condition of trees and large shrubs	Tree and shrub species and size classes to be assessed within permanently marked quadrats.  Refer to Section 3.8.5 and 3.9.4 for details.	Offset area (habitat zones 1F and 1G).	Annual – Spring During vegetation condition survey	High



**Table 11 Reporting schedule**

#	Type of report	Approval condition	Responsibility	Timing	Reporting authority	Trigger (if any)
1	Annual management actions report Tabulates management actions completed within the offset area (Section 3.10).	To be completed	Offset site owner	Report to be completed by August 31 so information is available prior to spring monitoring.	DOEE BushBroker	N/A
2	Annual monitoring report. Presents results of offset site monitoring activities (Section 3.10).	To be completed	Offset site owner	Annual monitoring to be completed in spring.  Report to be completed by November 30 of each year.	DOEE BushBroker	Completion of annual monitoring
3	Review of offset management plan (Section 3.12).	To be completed	Offset site owner	As required.	DOEE BushBroker	Significant environmental event causing widespread damage to foraging habitat within the offset site e.g. Wildfire.
3	Audit report (Section 3.11).	To be completed	Approval holder (VicRoads)	End of years 1, 4, 8 and 10.	DOEE	N/A





## 5. References

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Brett Lane & Associates 2017. Offset Management Plan for Credit Site BB-3018-LA01. Prepared for Deep Lead Property Pty Ltd.



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## Appendices

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## Appendix 1 EPBC Act Offset Calculator

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The following page provides an excerpt of the EPBA Act Offset Calculator spreadsheet, showing the Threatened Species Habitat section on which the calculations are based.





# Offsets Assessment Guide

For use in determining offsets under the *Environment Protection and Biodiversity Conservation Act 1999*  
 2 October 2012  
 This guide relies on Macros being enabled in your browser.

Matter of National Environmental Significance	
Name	Swift Parrot
EPBC Act status	Critically Endangered
Annual probability of extinction or U.C.N. category definitions	6.8%

Key to Cell
User input required
Drop-down list
Calculated output
Not applicable to attribute

Impact calculator							
Impact calculator	Protected matter attributes	Attribute relevant to case?	Description	Quantum of impact		Units	Information source
	<i>Threatened species habitat</i>						
	Area of habitat	Yes	Foraging habitat	Area	0.632	Hectares	Flora and fauna assessment
				Quality	5	Scale 0-10	
Total quantum of impact				0.32	Adjusted hectares		

Offset calculator																							
Offset calculator	Protected matter attributes	Attribute relevant to case?	Total quantum of impact	Units	Proposed offset	Time horizon (years)	Start area and quality		Future area and quality without offset		Future area and quality with offset		Raw gain	Confidence in result (%)	Adjusted gain	Net present value (adjusted hectares)	% of impact offset	Minimum (90%) direct offset requirement met?	Cost (\$ total)	Information source			
	<i>Threatened species habitat</i>																						
	Area of habitat	Yes	0.32	Adjusted hectares	Deep Lead Site	Time over which loss is averted (max. 20 years)	20	Start area (hectares)	4.5	Risk of loss (%) without offset	25%	Risk of loss (%) with offset	10%	0.68	80%	0.54	0.14	0.49	155.08%	Yes			
							Time until ecological benefit	5	Start quality (scale of 0-10)	6	Future area without offset (adjusted hectares)	3.4	Future area with offset (adjusted hectares)										4.1



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## Appendix 2 BushBroker Management Plan

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This section provides a copy of the BushBroker management plan for credit site BB-3018-LA01. The proposed Swift Parrot offset site documented in this OMP is comprised of Habitat Zones 1G and 1F of BushBroker site BB-3018.

A copy of the Landholder Agreement for the offset site is provided in Appendix 3.



# MANAGEMENT PLAN FOR CREDIT APPLICATIONS

## Remnant vegetation / Scattered trees

### MANAGEMENT PLAN 1

#### Credit Site Details

<b>Address of credit site</b>	Old Glenorchy Road, Deep Lead, VIC 3385
<b>Land tenure</b>	Private
<b>Assessor details</b>	
<b>Site assessor</b>	Verity Fyfe
<b>Assessment date</b>	5 <sup>th</sup> October 2016
<b>Credit details</b>	
<b>Credit identifier</b>	BB-3018
<b>Number of sites</b>	1
<b>Number of zones</b>	13
<b>Total area of sites (ha)</b>	31.25
<b>Asset type</b>	Protection of remnant vegetation

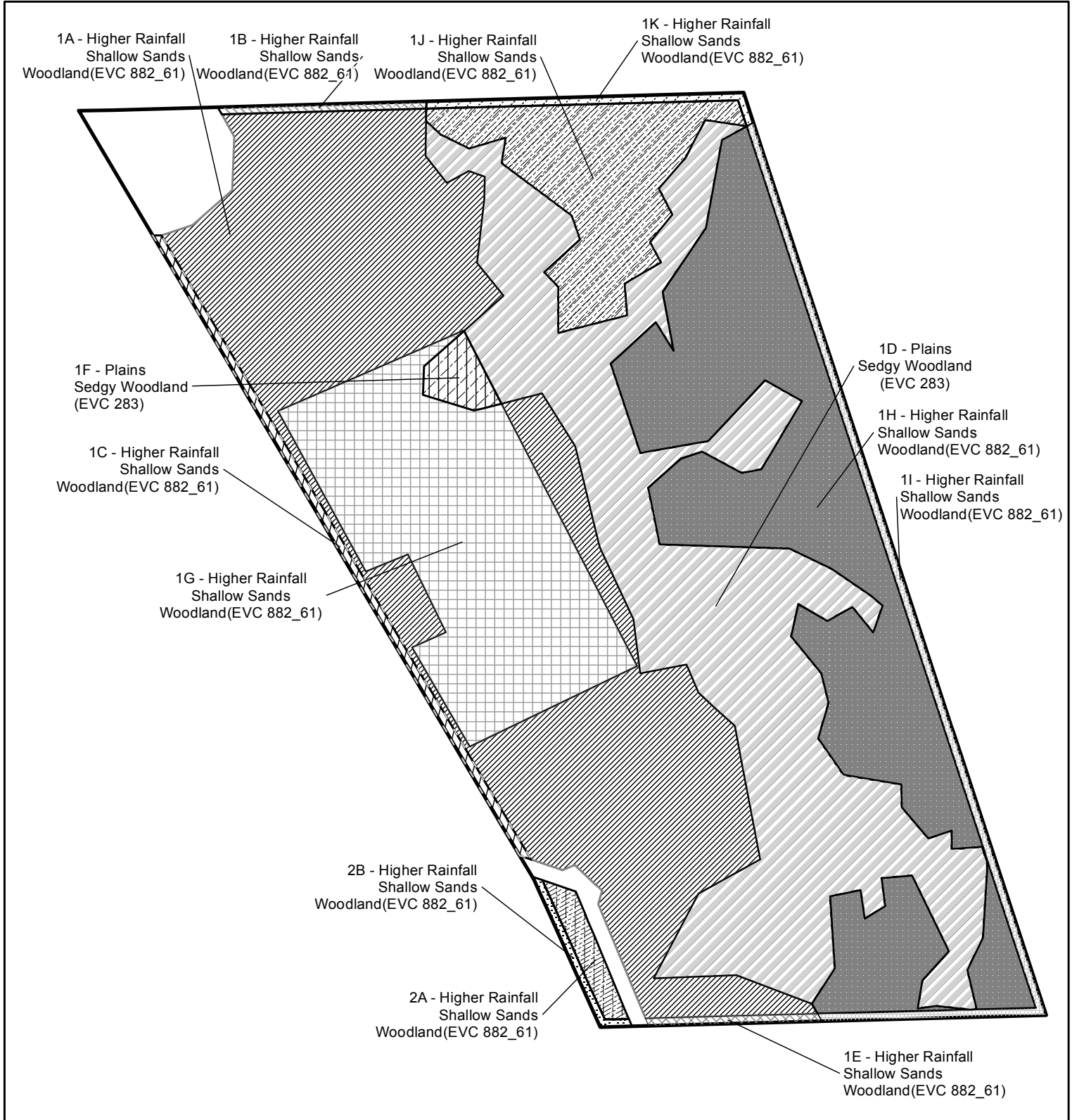
Habitat zone details													
<b>Asset Type *</b>	RP	RP	RP	RP	RP	RP	RP	RP	RP	RP	RP	RP	RP
<b>Habitat zone number</b>	1A	1B	1C	1D	1E	1F	1G	1H	1I	1J	1K	2A	2B
<b>Habitat zone area (ha)</b>	8.8656	0.0988	0.3458	7.9767	0.0826	0.2300	4.2723	6.4044	0.5523	1.9401	0.1646	0.2235	0.0894

\*Asset type: RP = Remnant Patch



# BushBroker Zone plan

## BB-3018 Site 01,02



### Legend

	1A		1G		2A
	1B		1H		2B
	1C		1I		
	1D		1J		
	1E		1K		
	1F				

0 25 50 100 150 200  

 Metres

**BL&A**

Prepared by Brett Lane and Associates Pty Ltd  
 Date: 31/07/2017



## 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	
Habitat 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>• 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>• retain all standing trees (dead or alive)</li><li>• retain all logs and fallen timber</li><li>• exclude stock.</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	
Habitat zone(s)	Commitment
All	Ensure cover of all herbaceous high-threat weeds does not increase beyond current levels
1D, 1F, 1J	Undertake supplementary planting (see Tables 7 and 8)

### Fencing

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

Where fencing exists or is required, ensure all fencing around the perimeter of the site 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	If grazing threats are identified, erect new fencing to exclude threats according to the standards detailed in information sheet 12.	Fencing should be located such that grazing threats are excluded. The entire boundary of the offset site is approx. 2,288 m.	As soon as possible following identification of grazing threats.
All Sites	Maintain fencing around boundary of all sites in good condition. Where breaches occur, replace breached section according to the standards detailed in information sheet 12 * Standards for Management – Fencing.	Entire boundary around all sites 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**

Only one woody weed — Sugar Gum — was recorded within the offset site. The few Sugar Gums present will be retained for habitat value and any tree recruits will be prevented via the removal of seedlings and emerging plants. Any other woody weeds recorded on site must be eliminated appropriately. 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	Habitat zone(s)	Method	Timing
Sugar Gum – new recruits only	<i>Eucalyptus cladocalyx</i>	1I	Mature Sugar Gums will be retained for habitat value. Recruitment of trees will be monitored and any emerging plants will be removed.	Ongoing
		All	Monitor and eliminate all new and emerging woody weeds.	Ongoing

## Management Plan for Credit Site [BB-3018-LA01]

### Herbaceous weeds

#### Control of all herbaceous weeds:

Ensure that weed cover does not increase beyond current levels. Weeds listed in Table 3 were found on site and are considered to be a high threat. 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 3. 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: Herbaceous weeds to be controlled – method and timing**

Common name	Scientific name	Habitat zone(s)	Method	Timing
Cape Weed	<i>Arctotheca calendula</i>	All	Spot spray prior to flowering. Annual lifecycle - heavy control in early outbreak can reduce spread quickly.	Spring
Squirrel-tail Fescue	<i>Vulpia bromoides</i>	1A, 1B, 1C, 1E, 1G, 1H, 1I	Spot spray with an appropriate herbicide.	Winter to Spring
Spear Thistle	<i>Cirsium vulgare</i>	1D, 1F, 1H, 1I, 1J, 1K	Spot spray with an appropriate herbicide.	Autumn and Spring
Perennial Rye-grass	<i>Lolium perenne</i>	1H, 1I, 1J, 1K	Spot spray with an appropriate herbicide.	Winter to Spring
Annual Veldt-grass	<i>Ehrharta longiflora</i>	1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1I,	Spot spray with an appropriate herbicide.	Spring and Summer
Onion Grass	<i>Romulea rosea</i>	All	Spot spray with an appropriate herbicide approximately 6 weeks after emergence, prior to flowering.	Autumn
Musky Stork's-bill	<i>Erodium moschatum</i>	1D, 1F, 1H, 1I,	Spot spray with an appropriate herbicide.	Winter
Mallow	<i>Malva</i> sp.	1H, 1I	Spot spray with an appropriate herbicide.	Spring and Autumn
Variegated Thistle	<i>Silybum marianum</i>	1A, 1B, 1C, 1E, 1G	Spot spray with an appropriate herbicide.	Autumn and Winter

Management Plan for Credit Site [BB-3018-LA01]

Common name	Scientific name	Habitat zone(s)	Method	Timing
Freesia	<i>Freesia alba</i> x <i>Freesia leichtlinii</i>	1A, 1B, 1C, 1E, 1G	Spot spray with an appropriate herbicide.	Winter and Spring

Table 4: Total cover of herbaceous weeds in the Habitat Zone

Habitat zones	Total cover of all herbaceous weeds (%) (including GS Target weeds)
1A	25
1B	25
1C	25
1D	20
1E	25
1F	20
1G	25
1H	39
1I	39
1J	50
1K	50
2A	25
2B	25



## Management Plan for Credit Site [BB-3018-LA01]

### 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.

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

Habitat zones	Common name	Method	Timing
A	Rabbits	Fumigation and hand collapse of rabbit burrows	Ongoing
All	Rabbits	Baiting	Ongoing
All	Rabbits	When baiting, collect and dispose of carcasses to prevent poisoning of native predators.	Ongoing
All	Rabbits	Control exotic plants or disperse logs if they are providing rabbit harbour but ensure that habitat components for indigenous fauna are not lost.	Ongoing
All	Rabbits	Monitor and control	Ongoing
All	New & Emerging pest animals	Monitor and control	Ongoing

### Supplementary planting

Supplementary Planting must be undertaken in accordance with Table 6 – Survival and Diversity Targets and Tables 7 and 8 – Supplementary Planting tables.

Supplementary planting of canopy species is to be undertaken within Habitat Zones 1D, 1F, 1J.

Propagate tubestock (seedlings) from seed sourced as locally as possible and from the same soil type. Plant tubestock only in gaps in the existing native vegetation (natural or created by weed removal), outside of the drip-line of all trees and avoid impacting any existing native vegetation, including native grasses. Existing indigenous plants on the site may count towards the survival targets. Refer to BushBroker Information Sheet 9\* - Standards for Management – Supplementary Planting for basic principles of planting on the site.

*\*DEPI 2013, BushBroker information sheet 9 – Standards for management – supplementary planting. Department of Environment and Primary Industries, East Melbourne.*

Provenance principles should be followed. Please seek advice from a local indigenous nursery.

Minimum survival targets are set out in Table 6. A species list has been provided with indicative survival targets in numbers of plants (after 10 years). Refer to the Supplementary Planting Tables 7 and 8.

If the landowner would prefer to use alternative or additional species to those listed in the Revegetation Planting Tables, then approval in writing from the Secretary's representative must be obtained first.

**Table 6: Survival and Diversity Targets**

Habitat zone(s)	Survival Target Number of plants/zone
1J	13
1D, 1F	200

**Table 7: Supplementary planting – species to be planted and survival numbers**

Habitat zone		Area available to be planted		
1J		≤ 0.5 ha		
EVC # and name	882_61 Higher Rainfall Shallow Sands Woodland			
Bioregion	Wimmera			
		Survival Targets [1]		
Life form	Common name [2]	Scientific name [2]	Density/ha	Number of plants/zone
<b>Overstorey Canopy species</b>	Yellow Gum	<i>Eucalyptus leucoxyton</i>	25	13
<b>Understorey</b>	<b>Understorey Trees and Large Shrubs</b> (> 5 m tall)	Planting not required	N/A	N/A
	<b>Medium Shrubs</b> (1-5 m tall)	Planting not required	N/A	N/A
	<b>Small Shrubs</b> (<1 m tall)	Planting not required	N/A	N/A
	<b>Large Tufted Graminoids</b> (>1 m tall)	Planting not required	N/A	N/A
<b>Total Survival Targets</b>			<b>25</b>	<b>13</b>

[1] The minimum number of plants specified under survival targets for each category are the numbers required to be established by Year 10 of the management plan. Planting in this habitat zone may not be feasible in areas prone to water-logging.

[2] Species outlined in this table are to be used to achieve the minimum survival and diversity targets. If the landowner would prefer to use alternative or additional species to those listed in this table, then approval in writing from the Secretary's representative must be obtained first.

**Table 8: Supplementary planting – species to be planted and survival numbers**

Habitat zone		1D, 1F		Area available to be planted		8.2 ha	
EVC # and name		283 Plains Sedgy Woodland					
Bioregion		Wimmera					
						Survival Targets [1]	
Life form	Common name [2]	Scientific name [2]	Density/ha	Number of plants/zones			
<b>Overstorey Canopy species</b>	Grey Box	<i>Eucalyptus microcarpa</i>	25	200			
	Yellow Gum	<i>Eucalyptus leucoxylon</i>					
<b>Understorey</b>	<b>Understorey Trees and Large Shrubs</b> (> 5 m tall)	Planting not required	N/A	N/A	N/A		
	<b>Medium Shrubs</b> (1-5 m tall)	Planting not required	N/A	N/A	N/A		
	<b>Small Shrubs</b> (<1 m tall)	Planting not required	N/A	N/A	N/A		
	<b>Large Tufted Graminoids</b> (>1 m tall)	Planting not required	N/A	N/A	N/A		
<b>Total Survival Targets</b>			<b>25</b>	<b>200</b>			

[1] The minimum number of plants specified under survival targets for each category are the numbers required to be established by Year 10 of the management plan. Planting throughout much of this habitat zone may not be feasible due to water-logging.

[2] Species outlined in this table are to be used to achieve the minimum survival and diversity targets. If the landowner would prefer to use alternative or additional species to those listed in this table, then approval in writing from the Secretary's representative must be obtained first.

**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 9: Management Actions Table**

**Year from Commencement: Years 1-3**

Habitat zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	If grazing threats are identified, erect new fencing to exclude threats according to the standards detailed in information sheet 12.	Table 1	As soon as possible following identification of grazing threats.	Erect fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing
<b>Woody Weeds</b>				
All	Eliminate any Sugar Gum recruits. Refer to Table 2 for 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	<1% cover of Sugar Gum recruits at the end of Year 10 (see also new and emerging woody weeds below)  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	Control all herbaceous weeds. Refer to Table 3 for list of herbaceous weeds, their control method and timing of actions	Table 3	Refer to Table 3	No increase in cover beyond the cover listed in Table 4 for each Zone for all herbaceous weeds  Minimise off-target damage (avoid all native plants)
All	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	Control rabbits and foxes. Refer to Table 5 for a list of control methods and timing of actions	Table 5	Refer to Table 5	No surface disturbance within the credit site No active rabbit warrens to be present No rubbish Minimal artificial piles of logs and rocks
All	Monitor and control rabbits	n/a	Ongoing	Control numbers of rabbits

**Year from Commencement: Years 1-3**

Habitat zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor and control all new and emerging pest animals	n/a	Ongoing	Control numbers of any new & emerging pest animals
<b>Supplementary Planting</b>				
1D, 1F and 1J	Collect indigenous seed on site and/or place order with local indigenous nursery. Refer to Tables 7 and 8 for species list and Table 6 for minimum survival targets and minimum species diversity targets	Supplementary Planting Tables 7 and 8 Survival and diversity targets Table 6	If collecting on site - after seed has set for target species	Collect seed / propagate tubestock (seedlings) for species listed in Tables 7 and 8 from seed sourced on site or as locally as possible and from the same soil type Provenance principles should be followed. Please seek advice from a local indigenous nursery Aim to achieve the minimum survival targets set out in Table 6.
	Undertake weed control and pest animal control over planting area (avoiding any native plants)	n/a	Ongoing	Minimise off-target damage (avoid all native plants)
	Plant tubestock or seedlings and guard if required. Refer to Tables 7 and 8 for the species list and Table 6 for minimum survival targets and minimum species diversity targets	Supplementary Planting Tables 7 and 8 Survival and diversity targets Table 6	Establishment Years 1 - 3	By the end of Year 3 aim for 80% of the Survival Target for the Zones as specified in Table 7 and 8 Only species specified for the Zones have been sown/planted Plant tubestock / seedlings only in gaps in the existing native vegetation (natural or created by weed removal), outside of the drip-line of all trees and avoid disturbing any native vegetation, including native grasses.
<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: Years 4-10**

Habitat zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Fencing</b>				
All	If grazing threats are identified, erect new fencing to exclude threats according to the standards detailed in information sheet 12.	Table 1	As soon as possible following identification of grazing threats.	Erect fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing
All	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing
<b>Woody Weeds</b>				
All	Eliminate any Sugar Gum recruits. Refer to Table 2 for 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	<1% cover of Sugar Gum recruits at the end of Year 10 (see also new and emerging woody weeds below)  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	Control all herbaceous weeds. Refer to Table 3 for list of herbaceous weeds, their control method and timing of actions	Table 3	Refer to Table 3	No increase in cover beyond the cover listed in Table 4 for each Zone for all herbaceous weeds  Minimise off-target damage (avoid all native plants)
All	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	Control rabbits and foxes. Refer to Table 5 for a list of control methods and timing of actions	Table 5	Refer to Table 5	No surface disturbance within the credit site  No active rabbit warrens to be present  No rubbish  Minimal artificial piles of logs and rocks
All	Monitor and control rabbits	n/a	Ongoing	Control numbers of rabbits
All	Monitor and control all new and emerging pest animals	n/a	Ongoing	Control numbers of any new & emerging pest animals

**Year from Commencement: Years 4-10**

Habitat zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
<b>Supplementary Planting</b>				
1D, 1F and 1J	Undertake weed control and pest animal control over planting area (avoiding any native plants)	n/a	Ongoing	Minimise off-target damage (avoid all native plants)
	Replant tubestock or seedlings and guard if required. Refer to Tables 7 and 8 for the species list and Table 6 for minimum survival targets and minimum species diversity targets	Supplementary Planting Tables 7 and 8  Survival and diversity targets Table 6	Years 4-10	By the end of Year 10 aim for 100% of the Survival Target for the Zones as specified in Table 7 and 8  Only species specified for the Zones have been sown/planted  Plant tubestock / seedlings only in gaps in the existing native vegetation (natural or created by weed removal), outside of the drip-line of all trees and avoid disturbing any native vegetation, including native grasses.
<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

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## Appendix 3 Offset Site Landholder Agreement

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This section provides a copy of the BushBroker landholder agreement for credit site BB-3018-LA01. A copy of the site management plan, which is a component of the landholder agreement, is provided in Appendix 2.



Application for recording of an agreement under  
Section 72 Conservation  
Forests & Lands Act 1987

**AQ275194L**

21/09/2017 \$94.60 CFL



Lodged by Department of Environment, Land, Water and Planning

Name: Sheri Burmeister  
Phone: (03) 9637 8434  
Address: Level 2, 8 Nicholson Street, East Melbourne  
Customer Code: 14354H

The Secretary to the Department of Environment, Land, Water and Planning applies for a recording of an agreement made under Section 69 of the Conservation Forests & Lands Act 1987 in relation to the land.

Land: - Being part of the land at Plan of Consolidation 377177S, Parish of Illawarra, and being part of the land in Volume 11912, Folio 567, and being the land hatched on the plan in the First Schedule to the Agreement.

Name of party to agreement: - Deep Lead Property Pty Ltd of 427 South Road, Bentleigh, Victoria.

Date of Agreement: 19 September 2017

The Agreement is expressed to be binding on the land owners successors in title.

Date: 21 September 2017

Signature: 

Signed by Sheri Burmeister, Strategic Advisor, on behalf of the Secretary to the Department of Environment Land Water and Planning.

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**LANDOWNER AGREEMENT**

**BB-3018/LA01**

BETWEEN

THE SECRETARY TO THE DEPARTMENT OF  
ENVIRONMENT, LAND, WATER AND PLANNING  
(*Secretary*)

- and -

Deep Lead Property Pty Ltd  
(*Landowner*)

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## Landowner Agreement

This Agreement is made on the 19<sup>th</sup> day of SEPTEMBER 2017 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.



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**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.

**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* dated May 2013, 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)>.

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**Guidelines** means the *Permitted clearing of Native Vegetation - Biodiversity assessment guidelines* dated September 2013, 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)>.

**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 a 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](mailto: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.

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**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) or Specific Biodiversity Equivalence Unit (also SBEU) as defined in the NV Framework or the Guidelines, 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;

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- 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 by authorising the Secretary to deduct the Landowner Agreement Fee from any money received into the Department Trust Account from the First Trade or, where necessary, from Second or Subsequent Trades, up to the amount of the Landowner Agreement Fee and within the first 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:

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- 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).

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**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.

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- 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.

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**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.



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## **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:

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- 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.

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## **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

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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.

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- 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.

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**First Schedule AGREEMENT DETAILS**

Date of Commencement of Agreement: 19<sup>th</sup> day of SEPTEMBER 2017

**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	Deep Lead Property Pty Ltd
Mailing Address	427 South Road Bentleigh VIC 3204
Contact name of person who should receive correspondence	Paul Guest

**Details of land within which the Agreement applies**

Property name	
Property Address	Old Glenorchy Road, Deep Lead VIC 3385

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

Site: BB-3018-01

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

Volume	Folio	Parish	Area
11912	567	Illawarra	30.95 ha
Allotment Plan of Consolidation 377177S			

Site: BB-3018-02

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

Volume	Folio	Parish	Area
11912	567	Illawarra	0.3154 ha
Allotment Plan of Consolidation 377177S			

Landowner Agreement Fee: \$14,812.60 (incl. GST)

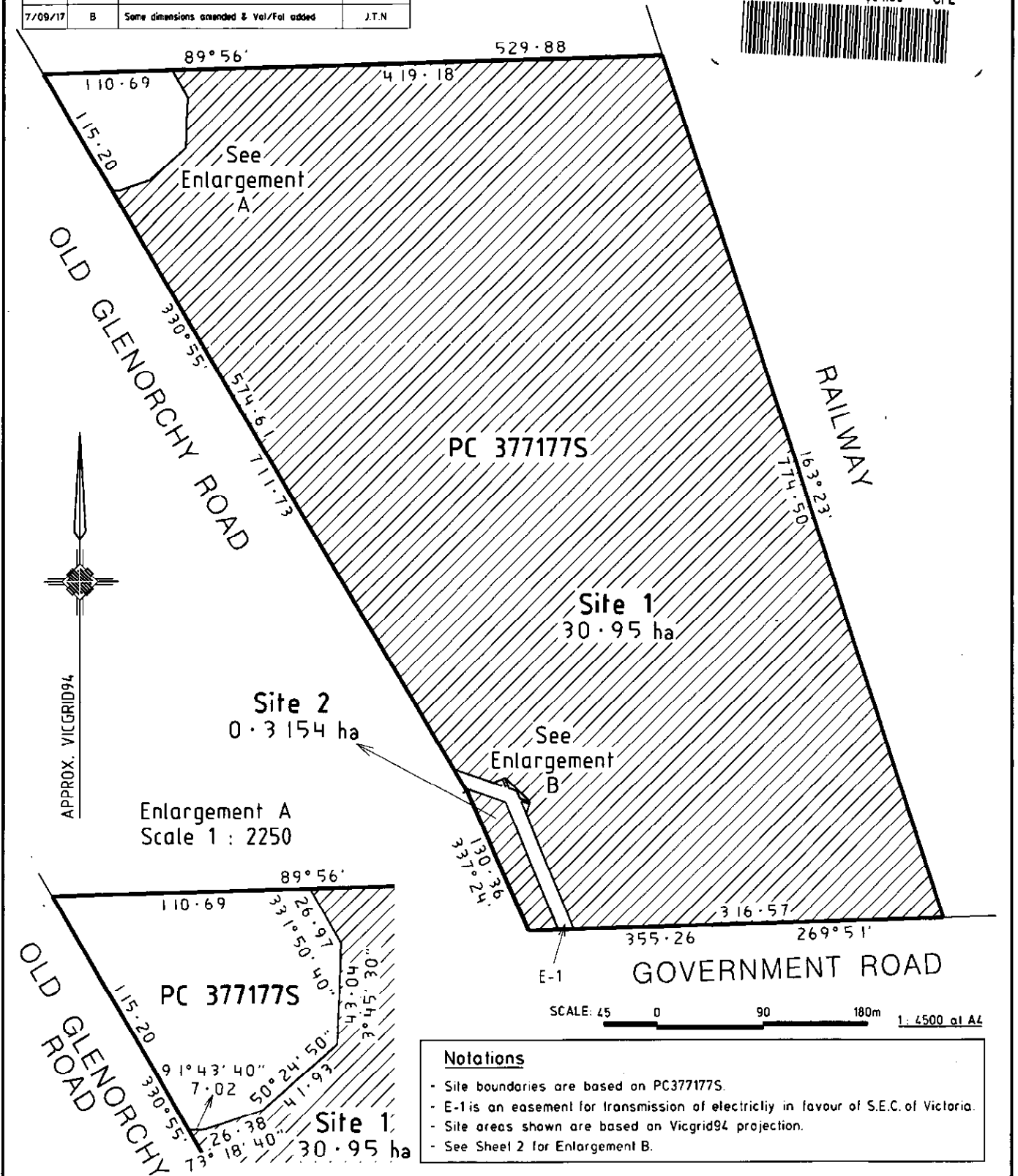
# BUSHBROKER SITE PLAN

## BB-3018-01 & 02

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
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DATE	REVISION	DETAILS	AUTHORISED
9/08/17	A	Extra site numbers added	J.T.N.
7/09/17	B	Some dimensions amended & Vol/Fol added	J.T.N.



**Notations**

- Site boundaries are based on PC377177S.
- E-1 is an easement for transmission of electricity in favour of S.E.C. of Victoria.
- Site areas shown are based on Vicgrid94 projection.
- See Sheet 2 for Enlargement B.

PLAN FOR AGREEMENT PURSUANT TO s.69 CONSERVATION FORESTS & LANDS ACT 1987		PARISH OF ILLAWARRA CROWN ALLOTMENTS 237, 238, 239 & 240.
<b>Legend</b>  BushBroker Sites BB-3018-01 & 02	Prepared by Jonathan Neate, Licensed Surveyor from Watsons Pty Ltd on 26/07/2017.	TITLE REF: VOL. 11912 FOL. 567
		PLAN REF: PC 377177S SHEET 1 OF 2 SHEETS

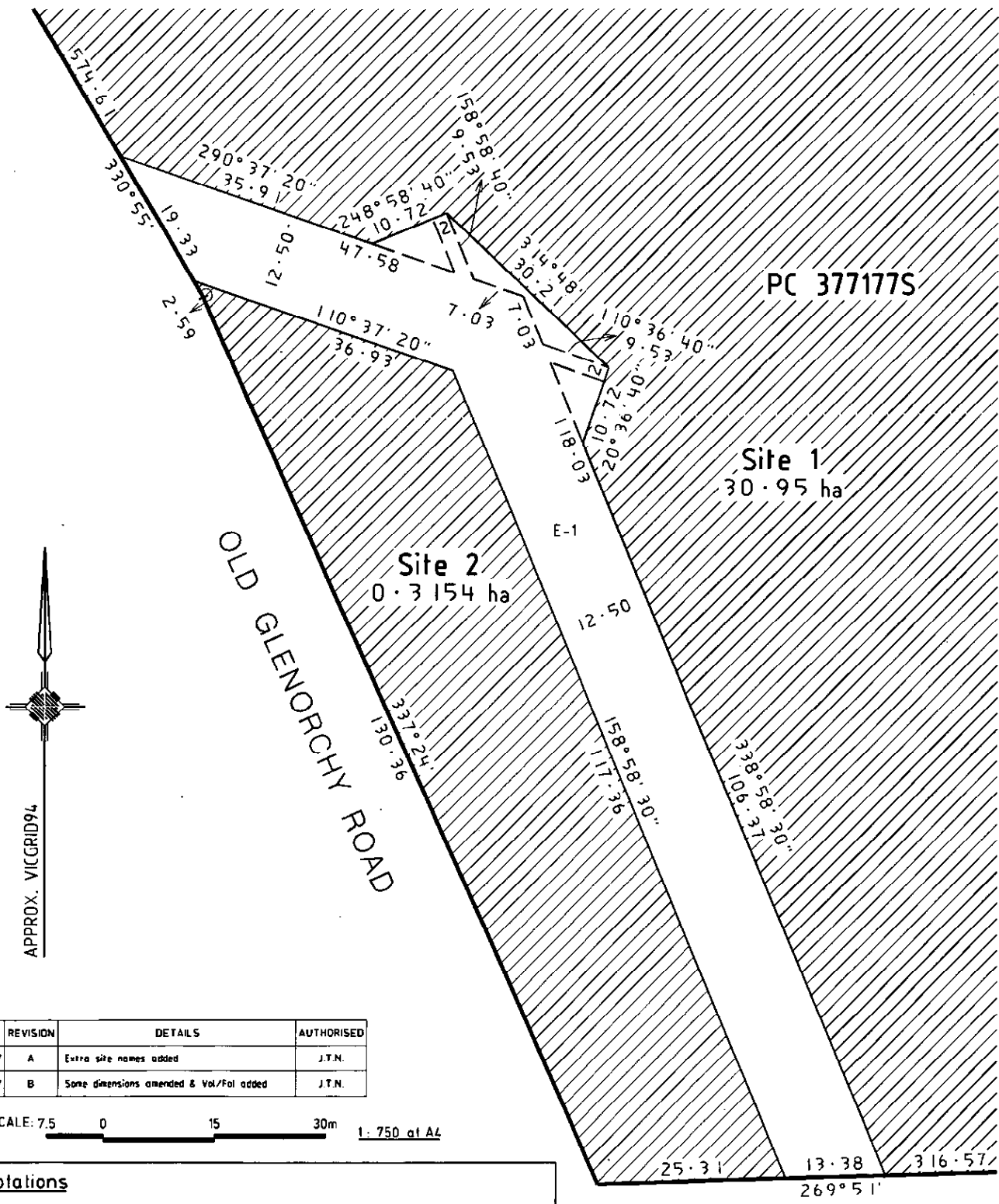
**AQ275194L**

21/09/2017 \$94.60 CFL



**BUSHBROKER SITE PLAN**

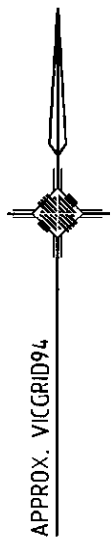
**BB-3018-01 & 02**



PC 377177S

Site 1  
30.95 ha

Site 2  
0.3154 ha



DATE	REVISION	DETAILS	AUTHORISED
9/08/17	A	Extra site names added	J.T.N.
7/09/17	B	Some dimensions amended & Vol/Fol added	J.T.N.

SCALE: 7.5 0 15 30m 1:750 at A4

**Notations**

- Site boundaries are based on PC377177S.
- E-1 is an easement for transmission of electricity in favour of S.E.C. of Victoria.
- Site areas shown are based on Vicgrid94 projection.
- See Sheet 1 for Overall Site Plan.

GOVERNMENT ROAD

PLAN FOR AGREEMENT PURSUANT TO s.69 CONSERVATION FORESTS & LANDS ACT 1987		PARISH OF ILLAWARRA CROWN ALLOTMENTS 237, 238, 239 & 240.
<b>Legend</b> BushBroker Sites BB-3018-01 & 02	Prepared by Jonathan Neate, Licensed Surveyor from Watsons Pty Ltd on 26/07/2017.	TITLE REF: VOL. 11912 FOL. 567
		PLAN REF: PC 377177S SHEET 2 OF 2 SHEETS



**AQ275194L**



## Fourth 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.

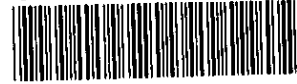
If you do not provide any of the information requested of you then you or the company of which you are an employee or director may not be able to enter into this Agreement.

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>.

**AQ275194L**

21/09/2017 \$94.60 CFL



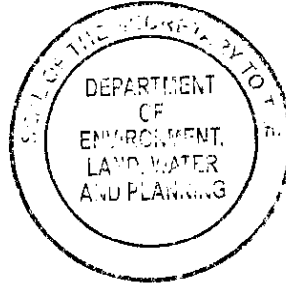
**Executed as a Deed**

**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: 11 September / 2017

by: [Signature] (signature)

NINA CULLEN (print)



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

SIGNED, SEALED AND DELIVERED by  
DEEP LEAD PROPERTY PTY LTD ACN 615 571 250

by being signed by the persons who are authorised to sign for the company:

Name: PAUL GUEST

Position: DIRECTOR

Date:

[Signature]  
Signature

in the presence of:

Name: Katherine Smedley

Position: Ecological Consultant

Date:

[Signature]  
Signature

---

## Appendix 4 Registration of s69 Agreement on title

---

This appendix provides evidence of registration of the Section 69 agreement (*Conservation Forests and Lands Act 1987*) on the land title.



**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958**

VOLUME 11912 FOLIO 567

Security no : 124069591400B  
Produced 15/12/2017 02:46 pm

**LAND DESCRIPTION**

Land in Plan of Consolidation 377177S.

PARENT TITLES :

Volume 04812 Folio 325      Volume 05515 Folio 871      Volume 05737 Folio 295

Volume 05767 Folio 234

Created by instrument PC377177S 05/09/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

DEEP LEAD PROPERTY PTY LTD of 427 SOUTH ROAD BENTLEIGH VIC 3204  
PC377177S 05/09/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AQ370186E 20/10/2017  
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 72(1) Conservation Forest and Lands Act 1987  
AQ275194L 21/09/2017

**DIAGRAM LOCATION**

SEE PC377177S FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER		STATUS	DATE
PC377177S (S)	PLAN OF CONSOLIDATION	Registered	05/09/2017
AQ275194L	AGREEMENT	Registered	21/09/2017
AQ370107D (E)	CONV PCT & NOM ECT TO LC	Completed	20/10/2017
AQ370186E (E)	MORTGAGE	Registered	20/10/2017

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED (59)  
Effective from  
20/10/2017

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>plan</b>
Document Identification	<b>PC377177S</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>15/12/2017 14:48</b>

**Copyright and disclaimer notice:**

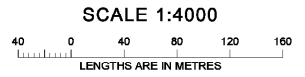
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The document is invalid if this cover sheet is removed or altered.

<h1>PLAN OF CONSOLIDATION</h1>		EDITION 1	<h1>PC377177S</h1>	
<b>LOCATION OF LAND</b>  PARISH: ILLAWARRA TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 237, 238, 239, 240 CROWN PORTION: _____ TITLE REFERENCE: Vol 4812 Fol 325, Vol 5515 Fol 871, Vol 5737 Fol 295, Vol 5767 Fol 234  LAST PLAN REFERENCE: TP 814349E, TP 814350V, TP 274765V, TP 814352R  POSTAL ADDRESS: OLD GLENORCHY ROAD, (at time of subdivision) DEEP LEAD, 3385  MGA CO-ORDINATES: E: 652610                      ZONE: 54 (of approx centre of land                      N: 5903240                      GDA 94 in plan)		Council Name: Northern Grampians Shire Council  Council Reference Number: 7.2017.466.1 Planning Permit Reference: planning permit not required SPEAR Reference Number: S103105S  Certification  This plan is certified under section 6 of the Subdivision Act 1988  Statement of Compliance  This is a statement of compliance issued under section 21 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Jodie Senior for Northern Grampians Shire Council on 03/08/2017		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
Nil.	Nil.			
<b>NOTATIONS</b>				
DEPTH LIMITATION: 15-24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THE PLAN				
SURVEY: This plan is not based on survey.  STAGING: This is not a staged subdivision. Planning Permit No. _____  This survey has been connected to permanent marks No(s). _____  In Proclaimed Survey Area No. _____				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	C/E K495649	S.E.C. OF VICTORIA
Ferguson Perry Surveying Pty Ltd 62 Mulachlan Street Horsham, Victoria 3400 ABN 76126 194 483  T (03) 5382 2023 F (03) 5381 1544 E admin@fergusonperry.com.au  A member of Alexander Symonds Group  + Property + Land Development + + Construction + Mining + + Spatial Information Management +		  <b>SURVEYORS</b> FILE REF:  H006017	DRAWN BY: B.F. 27-04-17  Digitally signed by: Donald James Perry (Ferguson Perry Surveying Pty Ltd), Surveyor's Plan Version (1), 06/07/2017, SPEAR Ref: S103105S	ORIGINAL SHEET SIZE: A3  SHEET 1 OF 2  PLAN REGISTERED TIME: 3:47 PM DATE: 5/09/17 G. ANGELINI Assistant Registrar of Titles

PC377177S

241



89°56'  
529.88

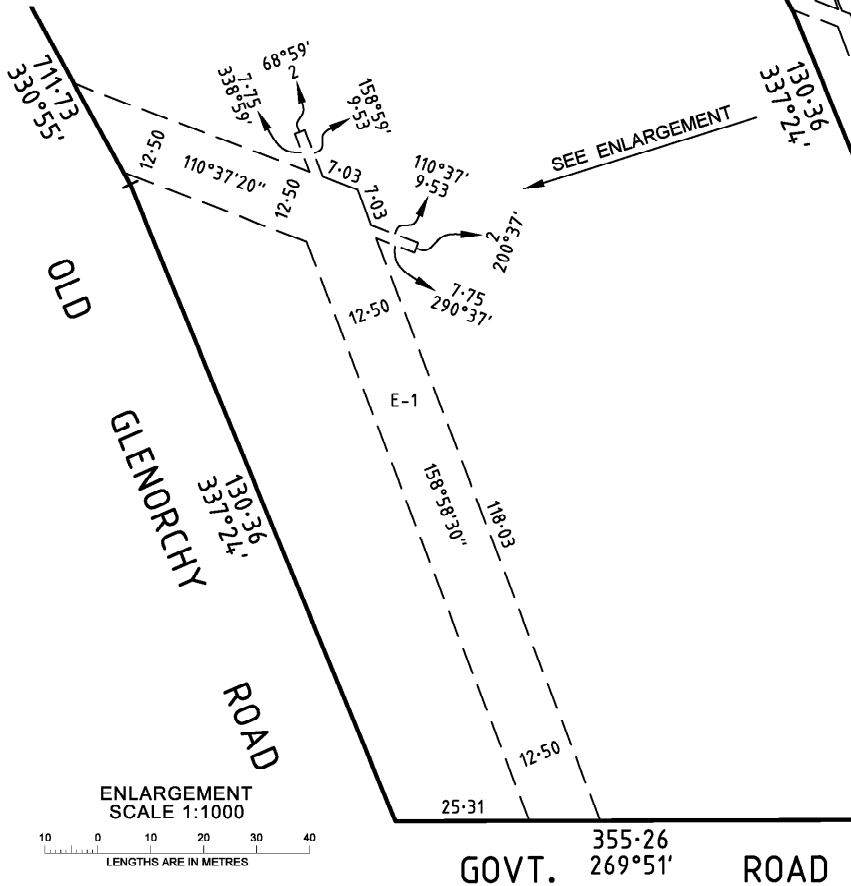


32.35ha

OLD  
GLENORCHY  
ROAD

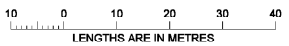
163°23'  
774.50

330°55'  
711.73



GOVT. ROAD  
355.26  
269°51'

ENLARGEMENT  
SCALE 1:1000



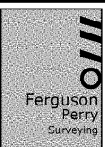
GOVT. ROAD  
355.26  
269°51'

Ferguson Perry Surveying Pty Ltd  
62 Mulallem Street Horseshoe,  
Victoria 3400  
ABN 76126 194 483

T (03) 5382 2023  
F (03) 5381 1544  
E admin@fergusonperry.com.au

A member of Alexander Symonds Group

+ Property + Land Development +  
+ Construction + Mining +  
+ Spatial Information Management +



SURVEYORS  
FILE REF:  
H006017

SCALE  
AS SHOWN

Digitally signed by: Donald James Perry (Ferguson Perry  
Surveying Pty Ltd),  
Surveyor's Plan Version (1),  
06/07/2017, SPEAR Ref: S103105S

ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by:  
Northern Grampians Shire Council,  
03/08/2017,  
SPEAR Ref: S103105S



## Appendix 5 DOEE EMP Guidelines Risk Framework

### Risk Framework

		Consequence				
		Minor	Moderate	High	Major	Critical
Likelihood	Highly Likely	Medium	High	High	Severe	Severe
	Likely	Low	Medium	High	High	Severe
	Possible	Low	Medium	Medium	High	Severe
	Unlikely	Low	Low	Medium	High	High
	Rare	Low	Low	Low	Medium	High

### Likelihood

Qualitative measure of likelihood (how likely is it that this event/circumstances will occur after management actions have been put in place/are being implemented)

<b>Highly Likely</b>	Is expected to occur in most circumstances
<b>Likely</b>	Will probably occur during the life of the project
<b>Possible</b>	Might occur during the life of the project
<b>Unlikely</b>	Could occur but considered unlikely
<b>Rare</b>	May occur in exceptional circumstances

### Consequence

Qualitative measure of consequences (what will be the consequence / result if the issue does occur)

<b>Minor</b>	Minor incident of environmental damage that can be reversed
<b>Moderate</b>	Isolated but substantial instances of environmental damage that could be reversed with intensive efforts
<b>High</b>	Substantial instances of environmental damage that could be reversed with intensive effort
<b>Major</b>	Major loss of environmental amenity and real danger of continuing
<b>Critical</b>	Severe widespread loss of environmental amenity and irrecoverable environmental damage



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## Appendix 6 Ecological Vegetation Class Benchmarks

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# EVC/Bioregion Benchmark for Vegetation Quality Assessment

## Wimmera bioregion

### EVC 283: Plains Sedgy Woodland

#### Description:

Occurs in shallow depressions associated with broad plains or floodplains. Soils are poorly drained, cracking clays which can form seasonal shallow freshwater marshes. The vegetation is an open woodland to 15 m tall, with shrubs and understorey trees generally absent, and sedges predominating in the ground layer. Herbs typical of inundated environments are present, but also grass, herb and annual species common to surrounding woodlands.

#### Large trees:

Species	DBH(cm)	#/ha
<i>Eucalyptus</i> spp.	70 cm	15 / ha
<i>Allocasuarina leuhmannii</i>	40 cm	

#### Tree Canopy Cover:

%cover	Character Species	Common Name
10%	<i>Eucalyptus leucoxylon</i>	Yellow Gum
	<i>Eucalyptus camaldulensis</i>	River Red-gum
	<i>Eucalyptus melliodora</i>	Yellow Box
	<i>Allocasuarina leuhmannii</i>	Buloke

#### Understorey:

Life form	#Spp	%Cover	LF code
Immature Canopy Tree		5%	IT
Medium Shrub	2	5%	MS
Small Shrub	2	1%	SS
Large Herb	4	15%	LH
Medium Herb	10	20%	MH
Small or Prostrate Herb	2	5%	SH
Large Tufted Graminoid	2	1%	LTG
Large Non-tufted Graminoid	1	1%	LNG
Medium to Small Tufted Graminoid	13	30%	MTG
Medium to Tiny Non-tufted Graminoid	4	20%	MNG
Bryophytes/Lichens	na	10%	BL

#### Recruitment:

Continuous

#### Organic Litter:

10 % cover

#### Logs:

15 m/0.1 ha.

# EVC 283: Plains Sedgy Woodland - Wimmera bioregion

LF Code	Species typical of at least part of EVC range	Common Name
MS	<i>Hakea rugosa</i>	Dwarf Hakea
MS	v <i>Comesperma polygaloides</i>	Small Milkwort
SS	<i>Eutaxia microphylla</i>	Common Eutaxia
PS	<i>Astroloma humifusum</i>	Cranberry Heath
PS	<i>Acrotriche serrulata</i>	Honey-pots
LH	<i>Eryngium ovinum</i>	Blue Devil
LH	<i>Brachyscome cardiocarpa</i>	Swamp Daisy
LH	<i>Villarsia reniformis</i>	Running Marsh-flower
MH	<i>Utricularia dichotoma s.l.</i>	Fairies' Aprons
MH	<i>Drosera peltata ssp. peltata</i>	Pale Sundew
SH	<i>Solenogyne dominii</i>	Smooth Solenogyne
SH	<i>Myriocephalus rhizocephalus</i>	Woolly-heads
SH	<i>Hydrocotyle laxiflora</i>	Stinking Pennywort
LTG	<i>Amphibromus nervosus</i>	Common Swamp Wallaby-grass
LNG	<i>Baumea rubiginosa s.l.</i>	Soft Twig-rush
MTG	<i>Lepidosperma congestum</i>	Clustered Sword-sedge
MTG	<i>Austroanthonia setacea</i>	Bristly Wallaby-grass
MTG	<i>Lachnagrostis filiformis var. filiformis</i>	Common Blown-grass
MTG	<i>Schoenus apogon</i>	Common Bog-sedge
MNG	<i>Chorizandra enodis</i>	Black Bristle-sedge
MNG	<i>Eleocharis acuta</i>	Common Spike-sedge
TTG	<i>Centrolepis aristata</i>	Pointed Centrolepis
TTG	<i>Centrolepis strigosa ssp. strigosa</i>	Hairy Centrolepis
TTG	<i>Centrolepis glabra</i>	Smooth Centrolepis
TTG	<i>Aphelia gracilis</i>	Slender Aphelia
SC	<i>Thysanotus patersonii</i>	Twining Fringe-lily

## Weediness:

LF Code	Typical Weed Species	Common Name	Invasive	Impact
LH	<i>Sonchus oleraceus</i>	Common Sow-thistle	high	low
MH	<i>Hypochoeris radicata</i>	Cat's Ear	high	low
MH	<i>Hypochoeris glabra</i>	Smooth Cat's-ear	high	low
MH	<i>Cicendia filiformis</i>	Slender Cicendia	high	low
MH	<i>Anagallis arvensis</i>	Pimpernel	high	low
MTG	<i>Romulea rosea</i>	Onion Grass	high	low
MTG	<i>Briza minor</i>	Lesser Quaking-grass	high	low
MTG	<i>Vulpia bromoides</i>	Squirrel-tail Fescue	high	low
MNG	<i>Juncus capitatus</i>	Capitate Rush	high	low
TTG	<i>Cyperus tenellus</i>	Tiny Flat-sedge	high	low
TTG	<i>Isolepis hystrix</i>	Awned Club-sedge	high	low

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[www.dse.vic.gov.au](http://www.dse.vic.gov.au)

# EVC/Bioregion Benchmark for Vegetation Quality Assessment

## Wimmera bioregion

### EVC 882\_61: Higher Rainfall Shallow Sands Woodland

#### Description:

Woodland or open-forest to 15 m tall, with a sparse shrub layer of heathy, ericoid shrubs and a species-rich ground cover dominated by grasses and annual herbs. Typically it occurs between the heavier soils of the plains and the deep-sand aeolian dunefields which overlay these plains, but also occurs on broader areas of plains covered by shallow fluvial, outwash or aeolian sands overlaying drainage-impeding clays. Occurs in areas with >500 mm annual rainfall.

#### Large trees:

Species	DBH(cm)	#/ha
<i>Eucalyptus</i> spp.	70 cm	15 / ha
<i>Allocasuarina luehmannii</i>	40 cm	

#### Tree Canopy Cover:

%cover	Character Species	Common Name
15%	<i>Eucalyptus melliodora</i>	Yellow Box
	<i>Eucalyptus leucoxyton</i>	Yellow Gum
	<i>Allocasuarina luehmannii</i>	Buloke

#### Understorey:

Life form	#Spp	%Cover	LF code
Immature Canopy Tree		5%	IT
Understorey Tree or Large Shrub	1	5%	T
Medium Shrub	3	15%	MS
Small Shrub	3	10%	SS
Prostrate Shrub	2	5%	PS
Large Herb	1	1%	LH
Medium Herb	14	20%	MH
Small or Prostrate Herb	4	5%	SH
Medium to Small Tufted Graminoid	13	30%	MTG
Medium to Tiny Non-tufted Graminoid	3	5%	MNG
Bryophytes/Lichens	na	10%	BL
Soil Crust	na	10%	S/C

LF Code	Species typical of at least part of EVC range	Common Name
T	<i>Allocasuarina verticillata</i>	Drooping Sheoke
MS	<i>Calytrix tetragona</i>	Common Fringe-myrtle
MS	<i>Acacia pycnantha</i>	Golden Wattle
SS	<i>Hibbertia stricta</i> s.l.	Upright Guinea-flower
SS	<i>Eutaxia microphylla</i>	Common Eutaxia
SS	<i>Pultenaea hispidula</i>	Rusty Bush-pea
PS	<i>Astroloma humifusum</i>	Cranberry Heath
MH	<i>Microseris scapigera</i> spp. agg.	Yam Daisy
MH	<i>Acaena echinata</i>	Sheep's Burr
SH	<i>Daucus glochidiatus</i>	Australian Carrot
SH	<i>Hydrocotyle laxiflora</i>	Stinking Pennywort
SH	<i>Drosera whittakeri</i> ssp. <i>aberrans</i>	Scented Sundew
LTG	<i>Austrostipa mollis</i>	Supple Spear-grass
MTG	<i>Schoenus apogon</i>	Common Bog-sedge
MTG	<i>Neurachne alopecuroidea</i>	Fox-tail Mulga-grass
MTG	<i>Lomandra nana</i>	Dwarf Mat-rush
MTG	<i>Arthropodium strictum</i> s.l.	Chocolate Lily
TTG	<i>Centrolepis strigosa</i> ssp. <i>strigosa</i>	Hairy Centrolepis
TTG	<i>Centrolepis aristata</i>	Pointed Centrolepis
TTG	<i>Aphelia pumilio</i>	Dwarf Aphelia
SC	<i>Thysanotus patersonii</i>	Twining Fringe-lily

# EVC 882\_61: Higher Rainfall Shallow Sands Woodland - Wimmera bioregion

## Recruitment:

Continuous

## Organic Litter:

20 % cover

## Logs:

15 m/0.1 ha.

## Weediness:

LF Code	Typical Weed Species	Common Name	Invasive	Impact
LH	<i>Centaurium tenuiflorum</i>	Slender Centaury	high	low
MH	<i>Hypochoeris radicata</i>	Cat's Ear	high	low
MH	<i>Hypochoeris glabra</i>	Smooth Cat's-ear	high	low
MH	<i>Trifolium campestre</i> var. <i>campestre</i>	Hop Clover	high	low
MH	<i>Trifolium angustifolium</i> var. <i>angustifolium</i>	Narrow-leaf Clover	high	low
MH	<i>Trifolium arvense</i> var. <i>arvense</i>	Hare's-foot Clover	high	low
MH	<i>Petrorhagia velutina</i>	Velvety Pink	high	low
MTG	<i>Briza minor</i>	Lesser Quaking-grass	high	low
MTG	<i>Briza maxima</i>	Large Quaking-grass	high	low
MTG	<i>Romulea rosea</i>	Onion Grass	high	low
MTG	<i>Vulpia bromoides</i>	Squirrel-tail Fescue	high	low
MNG	<i>Aira elegantissima</i>	Delicate Hair-grass	high	low
MNG	<i>Vulpia myuros</i> f. <i>myuros</i>	Rat's-tail Fescue	high	low
MNG	<i>Juncus capitatus</i>	Capitate Rush	high	low
MNG	<i>Bromus rubens</i>	Red Brome	high	low

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## Appendix 7 Glossary

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This appendix contains definitions of technical terms used in this OMP.

Items marked with an asterisk (\*) are cited from DELWP (2007b)

### **Benchmark\***

A standard vegetation –quality reference point, dependent on vegetation type, which is applied in Habitat hectare assessments. Represents the average characteristics of a mature and apparently long undisturbed state of the same vegetation type.

### **Biodiversity\***

The variety of all life forms, the different plants, animals and microorganisms, the genes they contain, and the ecosystems of which they form a part.

### **Bioregion\***

Biogeographic areas that capture the patterns of ecological characteristics in the landscape or seascape, providing a natural framework for recognising and responding to biodiversity values. A landscape based approach to classifying the land surface using a range of environmental attributes such as climate, geomorphology, lithology and vegetation.

### **BushBroker**

A program coordinated by DELWP to match parties that require native vegetation offsets with third party suppliers of native vegetation offsets.

### **Canopy Tree**

Defined in the Habitat Hectare (DSE 2004) vegetation quality assessment method, as a mature tree that is greater than three metres in height, and is normally found in the upper layer of the relevant vegetation type.

### **DBH (Diameter at Breast Height)\***

The diameter of the main trunk of a tree measured 1.3 m above ground level.

### **Ecological vegetation class (EVC)\***

A native vegetation type classified on the basis of a combination of its floristic, life form, environmental and ecological characteristics.

### **EPBC Act**

Environmental Protection and Biodiversity Conservation Act 1999

### **Gain**

Predicted improvement in the contribution to Victoria's biodiversity achieved from an offset, calculated by combining site gain with the strategic biodiversity score or habitat importance score of the site. Gain is measured with biodiversity equivalence scores or units.

### **Habitat hectares\***

Combined measure of condition and extent of native vegetation. This measure is obtained by multiplying the site's condition score (measured between 0 and 1) with the area of the site (in hectares).

### **Habitat score\***

The score assigned to a habitat zone that indicates the quality of the vegetation relative to the ecological vegetation class benchmark – sum of the site condition score and landscape context score, usually expressed as a percentage or on a scale of 0 to 1.

### **Habitat zone\***

A discrete area of native vegetation consisting of a single vegetation type (EVC) within an assumed similar quality. This is the base spatial unit for conducting a Habitat hectare assessment. Separate *Vegetation Quality Assessments* (or Habitat hectare assessments) are conducted for each habitat zone within the designated assessment area.

### **Improvement gain\***

This is gain resulting from management commitments beyond existing obligations under legislation to improve the current vegetation quality. Achieving improvement gain is predicated on maintenance commitments being already in place. For example, control of any

threats such as grazing that could otherwise damage the native vegetation must already be agreed.

**Indigenous vegetation\***

The type of native vegetation that would have normally been expected to occur on the site prior to European settlement.

**Large Old Tree (LOT)\***

A tree with a DBH equal to or greater than the large tree diameter as specified in the relevant EVC benchmark.

**Offset\***

Protection and management (including revegetation) of native vegetation at a site to generate a gain in the contribution that native vegetation makes to Victoria's biodiversity. An offset is used to compensate for the loss to Victoria's biodiversity from the removal of native vegetation.

**Offset Management Plan (OMP)**

A document which sets out the requirements for establishment, protection and management of an offset site.

**Medium Shrub**

A shrub life-form used in the Habitat Hectare (DSE 2004) vegetation quality assessment method. The life-form includes shrubs between 1 and 5 m high.

**Revegetation\***

Establishment of native vegetation to a minimum standard in formerly cleared areas, outside of a remnant patch.

**Scattered tree\***

An indigenous canopy tree that does not form part of a remnant patch of native vegetation (see definition of remnant patch of native vegetation).

**Site**

An area of land that contains contiguous patches of native vegetation or scattered trees, within the same ownership.

**Site gain**

Predicted improvement in the condition, or the condition and extent, of native vegetation at a site (measured in Habitat hectares) generated by the landowner committing to active management and increased security.

**Recruitment\***

The production of new generations of plants, either by allowing natural ecological processes to occur (regeneration etc.), by facilitating such processes such as regeneration to occur, or by actively revegetating (replanting, reseeding). See Revegetation.

**Remnant vegetation\***

Native vegetation that is established or has regenerated on a largely natural landform. The species present are those normally expected in that vegetation community. Largely natural landforms may have been subject to some past surface disturbance such as some clearing or cultivation (or even the activities of the nineteenth century gold rushes) but do not include man-made structures such as dam walls and quarry floors.

**Supplementary planting**

Establishment of overstorey and/or understorey plants within a remnant patch. Typically includes the planting or direct-seeding of understorey life forms.

**Understorey\***

Understorey is all vegetation other than mature canopy trees – includes immature trees, shrubs, grasses, herbs, mosses, lichens and soil crust. It does not include dead plant material that is not attached to a living plant. More information on understorey life forms is set out in the Vegetation Quality Assessment Manual (DSE 2004).

**Victoria Planning Provisions**

A list of planning provisions that provides a standard template for individual planning schemes.