

Native Vegetation Credit or Offset Site: What happens beyond the initial ten years?

Background

This information sheet outlines information for offset landowners on the system for monitoring and implementation of maintenance works beyond ten years for offset sites, which are established by agreements made under section 69 of the *Conservation, Forests and Lands Act 1987* (landowner agreement). This includes the obligations for landowners post the tenth-year anniversary of their agreement and schedules for reporting and inspections (see Figure 1).

The system for monitoring sites beyond ten years is based on the landowner agreement, which applies in-perpetuity and includes conditions on use and management actions. Post ten years, the system consists of:

- Landowner agreement and management plan (including actions for new threats)
- Reporting by landowners
- On site monitoring by the Department of Energy, Environment and Climate Action (DEECA)
- Credit trading and payments for compliant and non-compliant agreements (where applicable).

Landowner Agreement

All landowner agreements for native vegetation offset sites continue to apply beyond the tenth anniversary of the agreement (apply in perpetuity), and transfer to all future landowners. The landowner agreement includes land use restrictions, a management plan with management commitments and obligations for reporting, monitoring, credit trading and payments within the first ten years of the agreement and beyond.

Management Plan

The management plan details the management actions (on-ground works) and management commitments (targets) to be carried out for a period of ten years and ongoing (i.e. it continues to apply beyond the tenth anniversary of the agreement).

The management plan includes specific actions and commitments for the first ten years that aim to improve the ecological condition of the site within that time. Beyond the tenth anniversary of the agreement/management plan, the landowner is required to maintain the vegetation condition of the site achieved at year ten in perpetuity (forever).

For example, most management plans include an obligation to eliminate woody weeds during the first ten years. Beyond year ten, the landowner must continue to monitor and manage the site to remove any recruiting woody weeds, ensuring they remain eliminated.

All management plans also include a commitment to ensure that the cover of grassy and herbaceous weeds does not increase beyond the levels recorded during the initial site assessment of the landowner agreement. The landowner must undertake on-going monitoring and management of grassy and herbaceous weeds during the first ten years of the agreement, and beyond, to ensure weed cover never increases (and preferably decreases).

New Threats

The management plan will outline required management actions for identified threats. However, adaptive management may be required to manage some threats, particularly new threats.

For example, many management plans include an obligation to 'control **all** high threats'. The management plan will list management actions for all existing known threats.

A new threat may arise in the future. For example, over-abundant macropods can present a high threat to native plant recruitment due to overgrazing and may not be listed in the management plan as a high threat (potentially because they were not posing a high threat at the time). In this case, if over-abundant macropods are identified as a high threat during, or beyond, the first ten years of the agreement, the landowner must undertake actions to control the threat posed.

Landowners should contact DEECA prior to undertaking actions not listed within their management plan (eg. applying adaptive management) to obtain advice on

how best to manage the threat and whether any additional approvals are required, ensuring they remain compliant with their landowner agreement.

Landowner reporting post year 10

During the first ten years of a landowner agreement, the landowner must submit annual reports to DEECA outlining how they have fulfilled their obligations under the agreement (Annual Reports).

Beyond the tenth anniversary of the landowner agreement, upon reasonable request by DEECA, the landowner must submit a report outlining how they have fulfilled their obligations under the agreement since the last reporting event (Periodic Reports). DEECA generally request Periodic Reports every 5-10 years beyond the tenth anniversary of a landowner agreement (see Figure 1). The first periodic report is requested at the end of the 13th anniversary of the landowner agreement, then a report will be required in year 17, 25 and then every ten years after that.

However, the frequency and timing are not fixed and may be altered on a case-by-case basis, or upon future review of scheduling across the native vegetation offset program. Two months' notice will be given before any reporting is due and extensions can be granted upon request.

The landowner must report on monitoring and actions undertaken since the previous reporting, including evidence, and must report on each action and target specified within the management plan.

Landowners must continue to document information on management and monitoring of the site beyond the tenth anniversary of the landowner agreement, including collecting supporting evidence, to enable them to adequately report to DEECA when a report is requested.

Monitoring

The landowner is obliged to permit access to the site for DEECA to monitor compliance of the landowner agreement. DEECA will conduct monitoring within the first ten years of the landowner agreement and beyond.

DEECA generally monitors all landowner agreements three times during the first ten years of the agreement, and every 5-10 years beyond (see Figure 1). Beyond year ten, the first inspection will occur in year 15, 20 and then every ten years after that.

However, the frequency and timing of monitoring is not fixed and may be altered on a case-by-case basis, or upon future review of scheduling across the native vegetation offset program. In most instances, DEECA will provide around one month's notice of any planned monitoring visit. However, follow up inspections may be

scheduled with shorter notice but generally not less than least seven days.

An inspection report will be issued following each monitoring site visit that will identify any issues requiring rectification and the status of compliance.

Credit trading

If there are unsold and unallocated native vegetation credits remaining beyond the tenth anniversary of the landowner agreement, the landowner may trade or allocate the credits subject to the landowner being deemed compliant with their landowner agreement. The status of compliance for trading or payments will be based on DEECA's most recent assessment. The landowner should ensure that any compliance issues have been addressed and have provided evidence to DEECA to ensure that any trades or payments can be processed.

Payments

Should any native vegetation credits be sold after the tenth anniversary of the landowner agreement, DEECA will invoice the credit purchaser for the cost of the native vegetation credits. If the landowner agreement is compliant, DEECA will pay the landowner 100% of the value of the credit trade.

If all native vegetation credits have been sold during the first ten years of the landowner agreement, no further payments are applicable as all native vegetation credits have been sold and associated payments made to the landowner.

Contacts

For any enquiries, please contact the native vegetation offset team via the below emails:

- Offset management enquiries:
nativevegetation.offsetmanagement@deeca.vic.gov.au
- Credit trading or allocation enquiries:
nativevegetation.offsetregister@deeca.vic.gov.au
- Payment enquiries:
nativevegetation.offsetpayments@deeca.vic.gov.au

Legend:



Landowner Annual Reporting ¹



Landowner Periodic Reporting ²



DEECA monitoring ²

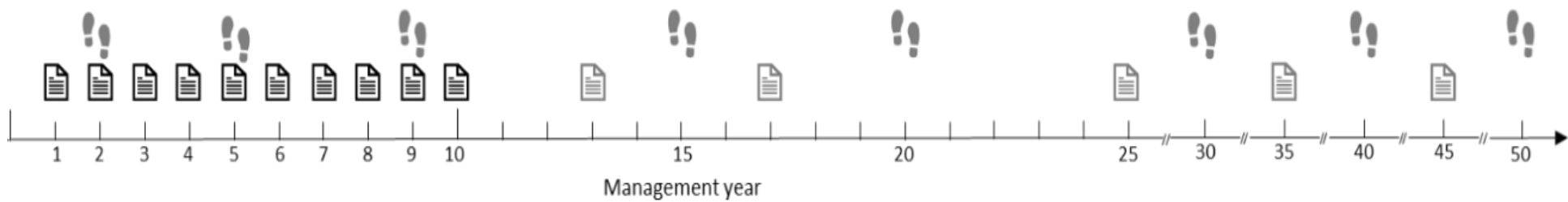


Figure 1. DEECA reporting and monitoring schedule

¹ Fixed schedule.

² Planned scheduled (i.e. schedule not fixed and may be altered on a case-by-case basis, or upon future review of scheduling program wide)

Glossary of terms

Annual Report means a report provided to the Secretary within one year of the date of execution of the landowner agreement and prior to each anniversary of that date for each year thereafter for a period of ten years.

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.

Department Trust Account means the bank account in which the Secretary to DEECA 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 the landowner agreement.

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.

Management Action means the works and other requirements to be carried out by the landowner as specified in the Management Plan.

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.

NVCR 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.

Native Vegetation Credit means a unit listed on the NVCR, which may be unallocated and therefore available for sale, or allocated to an approval and therefore no longer available for sale or any other purpose.

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

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

We acknowledge Victorian Traditional Owners and their Elders past and present as the original custodians of Victoria's land and waters and commit to genuinely partnering with them and Victoria's Aboriginal community to progress their aspirations.



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