

POLICY



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Policy title: CONSERVATION INCENTIVES PROGRAM
Directorate: STRATEGY & SUSTAINABILITY
Branch: HEALTH, ENVIRONMENT & WASTE
Policy objective: To outline the structure and policy intent of the Conservation Incentives Program (CIP) within the City of Logan.

Policy scope:

The Conservation Incentives Program (CIP) will support the protection, maintenance and enhancement of our natural areas, ecological corridors and waterways through a network of focussed community partnerships and targeted private land conservation initiatives.

Policy purpose

This policy outlines the overarching intent, framework and structure of the CIP. Administrative details of the CIP are articulated in the Conservation Incentive Program Operational Guidelines.

This policy is applicable to properties within the City of Logan that are involved in the following Conservation Partnerships:

- (a) Habitat Connections (HC)
- (b) Land for Wildlife (LfW)
- (c) Voluntary Restoration Agreement (VRA)
- (d) Voluntary Conservation Agreement (VCA)
- (e) Voluntary Conservation Covenant (VCC).

These Conservation Partnerships collectively form Logan City Council's (Council) 'Conservation Incentives Program' (CIP).

For the purpose of this document, properties registered with the State Government's Nature Refuge Program will be eligible for incentives and support upon application to Council.

Definitions:

TERM	DEFINITION
Biodiversity	The variability among living organisms from all sources, including, <i>inter alia</i> , terrestrial, marine, and other aquatic ecosystems, and the ecological complexes of which they are part: this includes diversity within species, between species and of ecosystems (United Nations Rio Earth Summit, 1992). For the purpose of this policy, the term biodiversity refers to <u>native</u> biodiversity.

TERM	DEFINITION
BushCare	A Local Government coordinated program, which facilitates and guides community volunteers to protect, enhance and manage Local Government owned land (generally bushland parks).
Conservation Area	The area within a property (all or part of a parcel of land) which is part of the Conservation Incentives Program and is therefore managed by the Conservation Partner for conservation purposes and subject to the terms of a Conservation Partnership.
Conservation Incentives Program (CIP)	The umbrella program which refers to the range of Conservation Partnerships offered by Council; Habitat Connections, Land for Wildlife, Voluntary Restoration Agreements, Voluntary Conservation Agreements and Voluntary Conservation Covenants.
Conservation Partner	The person/s who own a parcel of land that is subject to a Conservation Partnership within the boundaries of the City of Logan or the person/s who are charged with the management (by the owner's discretion) of a parcel of land within the boundaries of the City of Logan.
Conservation Partnership	A voluntary, written partnership (agreement) made between a Conservation Partner and Council covering all or part of a parcel of land which can be either legally binding or non-legally binding in which the Conservation Partner agrees to manage the land which is covered by the agreement to protect and enhance biodiversity and achieve mutually beneficial conservation goals.
Ecological significance	The ranking (very high, high or medium) of properties within the City of Logan according to the Ecological Significance Map.
Ecological Significance Map	A biodiversity assessment tool, which identifies properties within the City of Logan of very high, high and medium ecological significance. This map guides decisions made regarding the acceptance of a property into the Conservation Incentives Program.
Endemic	Native to, or restricted to a given place.
Habitat Connections (HC)	A voluntary non-legally binding Conservation Partnership aimed at educating and supporting residents whose land is located within designated ecological corridors and waterways to establish environmentally friendly backyards and to enhance wildlife habitat and movement on their property.
Incentive Package	A package given to Conservation Partners participating in the CIP in recognition of their contribution to Logan City's biodiversity protection, enhancement and management. Packages consist of a mix of incentives dependent on the Conservation Partnership entered into.
Land for Wildlife (Lfw)	A voluntary non-legally binding Conservation Partnership (which covers all or part of a parcel of land) in which the Conservation Partner agrees to manage the Conservation Area to protect and enhance its biodiversity. Should the property change ownership, the new owner may be offered the option of entering into a new agreement, at the discretion of Council.
Nature Refuge	The Nature Refuge Program is a state administered conservation program, where landholders dedicate all or part of their property as a Nature Refuge. Nature Refuges are legally binding and properties are registered under the <i>Nature Conservation Act 1992</i> .
Retained Habitat	An area on a property which is (or close to) its natural or remnant state.

TERM	DEFINITION
Voluntary Conservation Agreement (VCA)	<p>A legally binding Conservation Partnership covering all or part of a parcel of land in which the Conservation Partner commits to manage the Conservation Area to protect and enhance its biodiversity. The agreement is entered into for a pre-determined period, ranging from 5-20 years. Voluntary Conservation Agreements act as a property specific action plan which outlines conservation objectives.</p> <p>A Voluntary Conservation Agreement also acts as a supplementary agreement for Voluntary Conservation Covenants and Nature Refuges to access funding and incentives through commitment to agreed actions.</p>
Voluntary Conservation Covenant (VCC)	<p>A legally binding Conservation Partnership registered against the title of a property under the <i>Land Title Act 1994</i> or the <i>Land Act 1994</i> covering all or part of a parcel of land in which the Conservation Partner commits to manage the land which is covered by the covenant (the Conservation Area) to protect and enhance its biodiversity.</p>
Voluntary Restoration Agreement (VRA)	<p>A legally binding Conservation Partnership covering all or part of a parcel of land in which the Conservation Partner commits to restore native vegetation within the Conservation Area to protect and enhance its biodiversity. The agreement is entered into for a pre-determined period, ranging from 5-10 years. Voluntary Restoration Agreements act as a property specific action plan which outlines restoration and conservation objectives.</p>

1. Policy statement

The Conservation Incentives Program provides a framework to support, engage and partner with a network of private land owners in the City of Logan to:

- (a) protect, manage and enhance the ecological values on their properties
- (b) deliver best practice biodiversity conservation actions by linking ecological corridors within and throughout the City of Logan
- (c) establish meaningful, effective, flexible, cost-effective and long-term mutually beneficial conservation networks between Conservation Partners and Logan City Council
- (d) increase awareness within the community of the importance of managing private land to protect and enhance its biodiversity
- (e) complement other plans, policies, programs and initiatives, undertaken by Logan City Council which aim to protect, enhance and manage Logan City's areas of ecological significance
- (f) positively recognise the contribution Conservation Partners have in protecting and enhancing ecological and biodiversity values of the City of Logan.

2. Property eligibility

- (a) When deciding whether to enter into a Conservation Partnership, Council will consider eligibility on a property-by-property basis. Properties fulfilling a majority of the criteria detailed in the operational guidelines will be given priority consideration.
- (b) Notwithstanding the eligibility criteria Council reserves the right to process a property for a Conservation Partnership where the property is recognised by Council as possessing other values that require strategic biodiversity protection, enhancement and management.

3. Funding

- (a) Conservation Partners with a VRA or VCA are eligible to apply for funding to assist them to complete management actions set out in their agreement contract.

- (b) Funding eligibility and amounts are detailed in the Conservation Incentives Program operational guidelines.

4. Incentive Package

- (a) All Conservation Partners will be eligible for an annual Incentive Package commensurate to their level of commitment, with the exception of:
 - (i) Commonwealth owned or managed land is not eligible for an Incentive Package, however are encouraged to participate in the program.
 - (ii) BushCare properties that are Land for Wildlife registered are not eligible for an Incentive Package as these groups currently receive Council support.
- (b) Incentive Package selection will be offered in incentive points or total number of native tube stock plants.
- (c) One incentive point is the equivalent to the current average value of one native tube stock plant.
- (d) Incentive Packages for LfW, VRA, VCA and VCC partners are calculated based on the size of a property's registered Conservation Area and are detailed in the CIP Operational Guidelines. At a minimum Conservation Partners are eligible for the following:
 - (i) LfW, VCA and VCC partners are offered 30 points per hectare of Conservation Area
 - (ii) VRA partners are offered 50 native tube stock plants per hectare of Conservation Area.
- (e) Incentive Packages for HC are provided 15 native tube stock plants per registered property and is detailed in the CIP Operational Guidelines.
- (f) If a property is eligible for more than one agreement, the Incentive Package linked to the agreement with the higher level of support will be provided.
- (g) Support levels are not guaranteed, and are subject to a variety of factors such as general availability, cost, budget and are provided at Council's discretion.
- (h) Individual support levels may be altered, suspended, withdrawn and/or re-instated by Council in response to breaches of partnership contract conditions.

5. Privacy

- (a) The privacy of a Conservation Partner's personal information is paramount. Personal information will not be given out either within Council or externally unless written permission is obtained from the Landowner.
- (b) Ecological data collected can be shared for the purposes of managing or enhancing biodiversity in Logan City unless the Landowner has specifically requested otherwise, and provided the sharing does not compromise the confidentiality of the Landowner's personal information.

6. Development and negotiation of agreements

- (a) VRAs, VCAs and VCCs are negotiated between and agreed upon by both Council and the Conservation Partner.
- (b) VRA, VCA and VCC legal agreements are developed by Council and its appointed lawyers and forwarded to the Conservation Partner for consideration prior to signing.
- (c) It is recommended that the Conservation Partner seek independent legal advice prior to signing any legally binding agreement with Council.
- (d) Council will cover the costs of survey work required under a VCC (where the covenant covers part of a property).
- (e) VRA, VCA and VCC Conservation Partners must liaise with an officer from Council each year after signing the agreement, in order to assess the progress of their agreement.

- (f) LfW Conservation Partners must liaise with an officer from Council at least once every 5 years in order to assure continuation of their Conservation Partnership.
7. Actions taken when agreement conditions are contravened
- (a) In the event of a contravention of conditions, Council will issue a notice of contravention of agreement after the first contravention and request appropriate action be taken to rectify the contravention. Under certain circumstances, it will be necessary for Council to suspend the release of an Incentive Package subject to the conditions outlined in the CIP operational guidelines document.
 - (b) In certain circumstances, it may be necessary for Council to withdraw the Incentive Package. Council reserves the right to withdraw an Incentive Package under the conditions outlined in the CIP operational guidelines document.
 - (c) If an Incentive Package is withdrawn, a VRA, VCA or VCC continues to be legally binding and its conditions must not be contravened further. Council may reinstate the Incentive Package if it is satisfied that the Conservation Partner will duly perform and fulfil their obligations under the agreement.
 - (d) Should protected native flora and/or fauna be removed or environmental harm caused, Council may issue the Conservation Partner with a notice to rectify (e.g. restoration order). Requirements regarding notices to rectify are detailed in each VRA, VCA or VCC.

Related policies/legislation/other documents:

DOC ID	DOCUMENT TYPE	DOCUMENT NAME
7298491	Guideline	Land for Wildlife Guidelines
12302524	Guideline	Conservation Incentives Program Operational Guidelines
7092252	Agreement Template	Land for Wildlife Agreement
10100480	Agreement Template	Voluntary Restoration Agreement Template
8473555	Agreement Template	Voluntary Conservation Agreement Template
8473559	Covenant Template	Voluntary Conservation Covenant Template