

# Logan City Council

## Environmental Conservation Partnerships Procedure

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- iii. Proximity to mapped waterways,
  - iv. Records of threatened species and ecosystems, and
  - v. Landowner commitment.
- (c) Eligibility criteria for the formal agreements (binding on owner and/or title) are more complex than those for the informal agreements and involve an on-ground assessment by a Council Officer.
  - (d) Sites where a restoration / revegetation order due to development conditions or similar has been imposed are ineligible to register with the program.
  - (e) The proposed Environmental Conservation Partner must declare to Council any previous offences committed related to vegetation clearing or environmental harm within Queensland.
  - (f) Council reserves the right to:
    - i. remove eligibility conditions in special cases where the Conservation Value of a site is determined as having citywide value,
    - ii. apply additional eligibility conditions in cases where a site and/or owner is determined as posing a significant risk.

#### **4.2 Annual Incentive Package**

- (a) All Environmental Conservation Partners will be eligible for an annual Incentive Package and support commensurate to their agreement type (detailed in Appendix 2), with the following exceptions:
  - I. Commonwealth owned or managed land is not eligible for an Incentive Package, however are encouraged to participate in the program.
  - II. Council BushCare groups active in Parks that are Land for Wildlife registered are not eligible for an Incentive Package as they already receive Council support.
- (b) Properties with more than one Agreement can only collect one Incentive Package pursuant to their highest level of Agreement.
- (c) Incentives are primarily provided for on-ground works and may include such items as native plants, mulch, herbicide, nest boxes etc.
- (d) Incentive Packages are not guaranteed, and are subject to a variety of factors such as general availability, cost, budget etc.
- (e) Incentive Packages may be altered, suspended, withdrawn and/or re-instated by Council in response to breaches of agreement conditions. (Refer Section 4.5)

#### **4.3 Annual VCA/VRA Grant**

- (a) Environmental Conservation Partners with a VRA or VCA may apply each financial year for grant funds for conservation management actions set out in individual Agreements.
- (b) The level of annual grant funding available per property is detailed in Appendix 2.
- (c) Landowners with multiple adjoining properties may negotiate with Council to sign one VRA or VCA covering up to 4 properties with a maximum of \$10,000 grant funding available per agreement. The Landowner must demonstrate the capacity to undertake conservation works across all properties under the agreement.
- (d) Council does not fund items that would be considered a requirement for normal property maintenance, and therefore the responsibility of the Landowner.
- (e) Landowners must provide an in-kind contribution and show evidence in their Conservation Works Journal.
- (f) All works conducted remain the responsibility of the Landowner. Council assumes no responsibility for damages and/or loss caused in the process of implementing a project.

- (g) The Environmental Conservation Partner must acquit all funds annually by providing Council with a project report with monitoring photographs, completed Conservation Works Journal and receipts as proof of expenditure.
- (h) Where funding is not acquitted as described above, applicants will be ineligible to receive further funding from Council.

#### **4.4 Development and negotiation of agreements**

- (a) VRAs, VCAs and VCCs are negotiated between and agreed upon by both Council and the Environmental Conservation Partner.
- (b) VRA, VCA and VCC legal agreements are developed by Council and its appointed lawyers and forwarded to the Environmental Conservation Partner for consideration prior to signing.
- (c) It is recommended that the Environmental 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 Environmental 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 Environmental Conservation Partners must liaise with an officer from Council at least once every 5 years in order to assure continuation of their Environmental Conservation Partnership.

#### **4.5 Actions Taken When Agreement Conditions are Contravened**

- (a) To ensure continued receipt of an Incentive Package, an Environmental Conservation Partner must adhere to the conditions outlined in their Agreement.
- (b) In the event of a contravention of conditions, and depending on the severity of the breach, Council will:
  - i. issue a notice of Contravention of Agreement after the first contravention, and
  - ii. request appropriate action be taken to rectify the contravention.
- (c) An Incentive Package will be suspended under the following circumstances:
  - i. failure to undertake actions as per the VRA or VCA after the second written request to rectify from Council; or
  - ii. six months of no contact **after** the anniversary date of registration and after all reasonable measures (e.g. phone, fax, e-mail, certified mail) have been taken to contact the Landholder by Council.
- (d) Council reserves the right to withdraw an Incentive Package under the following circumstances:
  - i. misuse of the Incentive Package (e.g. it is evident that no works have been completed during the year in which the package was received); or
  - ii. failure to undertake actions after the third written request from Council to rectify a breach; or
  - iii. failure to declare to Council any previous offences committed related to vegetation clearing or environmental harm within Queensland; or
  - iv. twelve months of no contact **after** the anniversary date of registration and after all reasonable measures (at least three attempts through phone calls, fax, e-mail, certified mail and/or visits to the property) have been taken to contact the landholder by Council; or

- v. removal of protected vegetation or cause of environmental harm (i.e. actions are undertaken on the property which are contrary to the Environmental Conservation Partnership, or unauthorised as defined in a Local or State Laws, etc.) by the Environmental Conservation Partner.
- (e) A decision by Council to withdraw an Incentive Package must be made by a delegated officer.
- (f) If an Incentive Package is withdrawn, a VRA, VCA or a VCC continues to be legally binding and its conditions must not be contravened further.
- (g) A Council delegated officer may reinstate the Incentive Package if they are satisfied that the Environmental Conservation Partner will duly perform and fulfil their obligations under the Agreement.
- (h) Should protected vegetation be removed or environmental harm caused, Council may issue the Environmental Conservation Partner with a notice to rectify (e.g. restoration order). Requirements regarding notices to rectify are set out in each VRA, VCA or VCC.

#### 4.6 Agreement Termination

- (a) All Council agreements terminate automatically when the registered property owner changes, except for the VCC, which is registered on the property title and binding on all owners in perpetuity.
- (b) Council may terminate a partnership at any time by providing 60 days written notice to the Landowner except for the HC which only requires 30 days written notice.
- (c) The parties may agree to terminate a partnership at any time by written agreement.
- (d) The termination of a Nature Refuge is a matter between the Landowner and the State of Queensland. Should a Nature Refuge be terminated by the State, this action will trigger a review of any existing VCA (Nature Refuge).
- (e) Upon termination of an Agreement, grant funds that are not acquitted must be returned to Council within 30 days.

## 5 Definitions

Definitions for terms used within the procedure can be found in the Environmental Conservation Partnerships Policy (DM: 14152934)

## 6 References

Doc ID	Document Type	Document Name
6415008	Policy	Environmental Conservation Partnerships Policy
12302524	Guideline	Environmental Conservation Partnerships Operational Guidelines
7298491	Guideline	Land for Wildlife Qld Guidelines
7092252	Agreement Template	Land for Wildlife Agreement
8473555	Agreement Template	Voluntary Conservation Agreement Template
8473559	Agreement Template	Voluntary Conservation Covenant Template
10100480	Agreement Template	Voluntary Restoration Agreement Template

## Appendix 1 – Eligibility Criteria

### 1. HABITAT CONNECTIONS

Properties must meet the following criteria to be eligible for this Environmental Conservation Partnership -

- a. Resident/landowner is committed to improving environmental conservation values on their property by:
  - i. protecting and enhancing the wildlife habitat; and
  - ii. pursue maintenance of wildlife habitat as required.
- b. Resident/landowner is committed to providing wildlife habitat on their property by:
  - i. planting native plants where appropriate; and
  - ii. removing weed species as required.

### 2. LAND FOR WILDLIFE

The Land for Wildlife program is governed by the South East Queensland Land for Wildlife Guidelines which sets a minimum standard for eligibility to the program.

- a. Properties are classified into two groups: 'Working Towards Registration' and 'Registered'
  - i. 'Working Towards Registration' properties do not qualify for full registration at the first property visit (for reasons such as highly degraded habitat, high occurrence of weeds, lack of mapped remnant vegetation etc.) and aim to become fully registered.
  - ii. 'Registered' properties must contain Retained Habitat.
- b. The Land for Wildlife South-east Queensland Guidelines state that Regardless of eligible landholder type, the landholder must be able to demonstrate a willingness to:
  - i. Manage and/or restore the property for nature conservation.
  - ii. Expend effort to provide significant wildlife habitat.
  - iii. Clearly pursue the maintenance and enhancement of wildlife habitat.
  - iv. The landholder must also be willing to integrate nature conservation with other land management activities such as grazing, horticulture or education on mixed land-use properties.
- c. Further to the South East Queensland LfW Guidelines, Logan City Council sets specific criteria for properties within the City.
  - i. Properties must be a minimum of one (1) hectare in size;
  - ii. A minimum of 0.5 hectares of Retained Habitat or habitat under restoration.

### 3. VOLUNTARY RESTORATION AGREEMENT

Properties must meet the following criteria to be eligible for this Environmental Conservation Partnership:

- a. The restoration area:
  - i. lies within a mapped (LCC) corridor; or
  - ii. lies within a mapped (BPA) corridor; or
  - iii. immediately adjoins a mapped (LCC) corridor; or
  - iv. provides a key steppingstone linkage to a mapped (LCC) corridor and is within 500m of mapped corridor; or
  - v. lies wholly or partially within a mapped (LCC) waterway buffer; or
  - vi. contains mapped waterway; or
  - vii. contains mapped wetland

- b. In addition to one or more of the above criteria:
  - i. The restoration area is a minimum size of 2500m<sup>2</sup>; or
  - ii. The property has a minimum of 50m of mapped waterway and will restore a minimum width of:
    - a) 20m from the top of bank on the Logan and Albert Rivers; or
    - b) 10m from the top of bank on all other stream orders.
- c. The restoration area must be defined as degraded land, determined through an on-ground assessment that evaluates the level of degradation. The resulting score from the assessment identifies if the property is eligible for the agreement. The Desktop assessment matrix is detailed in the Environmental Conservation Partnerships Operational Guidelines.

#### **4. VOLUNTARY CONSERVATION AGREEMENT & VOLUNTARY CONSERVATION COVENANT**

Properties must meet the following criteria to be eligible for this Environmental Conservation Partnership:

- a. Must contain a minimum of one (1) hectare of Retained Habitat.
- b. Must contribute to the Conservation Value of the City as determined by the numerous strategic criteria, including:
  - i. LCC Ecological Significance Mapping;
  - ii. LCC Ecological Corridors mapping;
  - iii. State Regional Ecosystem mapping (Vegetation Management Act 1999);
  - iv. protected flora and fauna (Nature Conservation Act 1992, Environmental Protection and Biodiversity Conservation Act 1999);
  - v. Koala State Mapping 2020;
  - vi. the SEQ Regional Plan;
  - vii. LCC Planning Zones (i.e. suitability to long term environmental conservation);
  - viii. LCC significant vegetation mapping;
  - ix. size of proposed Conservation Area;
  - x. proximity to mapped waterways, wetlands and other areas managed for environmental conservation; and
  - xi. other significant Conservation Values recognised by Council.
- c. Priority is given to properties fulfilling a majority of the criteria above and is defined through a desktop and on-ground assessment. The Council Officer will score the level of Conservation Value to identify eligibility for the agreement. Desktop assessment matrix is detailed in the Environmental Conservation Partnerships Operational Guidelines.
- d. In the case of a Voluntary Conservation Agreement for a Nature Refuge, due to the permanent protection of the property under State Government legislation the property has fulfilled the criteria necessary for inclusion in the program.



## Appendix 2 – Incentives and Support

Partnership type	HC	WT LfW	LfW	VRA	VCA	NR (with VCA)	NR (without VCA)	VCC (with VCA)	VCC (without VCA)
<b>Incentive package #</b>	15 plants/property	30 points/ha	30 points/ha	50 plants/ha	30 points/ha	30 points/ha	No	30 points/ha	No
<b>May apply for annual ECP grant</b>	No	No	No	Up to a maximum of \$3,000 p.a.	Up to a maximum of \$3,000 p.a.	Up to a maximum of \$5,000 p.a.	No	Up to a maximum of \$5,000 p.a.	No
<b>May apply for EnviroGrants On-ground Ecological Restoration category</b>	No	Yes	Yes	Yes	Yes	Yes	No	Yes	No
<b>RiverTrees (Waterway properties in Logan Albert Catchment)</b>	No	No	No	Yes	Yes	Yes	No	Yes	No
<b>ECP Property sign</b>	LCC specific sign	No	Standard LfW sign	LCC specific VRA sign	LCC specific VCA sign	LCC specific VCA sign	No	LCC specific VCC sign	LCC specific VCC sign
<b>Visit from Council Extension Officer</b>	N/A	Offered at least once every two years	Offered at least once every five years	1 per year	1 per year	1 per year	N/A	1 per year	1 per year
<b>LFW technical notes and newsletter</b>	Offered online only	Yes	Yes	Offered online only	Yes	Yes	No	Yes	Yes
<b>Workshops, field days, networking opportunities</b>	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
<b>Environmental levy remission</b>	No	No	No	No	Yes (for duration of VCA)	Yes	Yes (on application)	Yes	Yes

# Incentive Packages for LfW, VRA, VCA and VCC's are calculated based on the size of a properties registered Conservation Area:

1. LfW, VCA and VCC partners are offered 30 incentive points per hectare of Conservation Area (Min cap of 50 points and max cap of 1500).
2. VRA partners are offered 50 plants per hectare of Restoration Area, with a minimum cap of 50 plants.
3. Properties with more than one Agreement will be offered one Incentive Package pursuant to their highest level of Agreement (e.g. a property with a HC and VRA will be offered one VRA Incentive Package).
4. 1 incentive point is equivalent to the value of one tube stock native plant (\$1.5 in 2020).