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Goulburn Valley Water Solar farm - Seymour Ecology Assessment

Goulburn Valley Water

02 August 2024

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Executive Summary

Goulburn Valley Water (GVW) proposes the construction of a new solar facility within a former Blue Gum plantation approximately 3 km north-east of Seymour, Victoria. Construction of this facility will involve the installation of a solar array, unsealed access roads, Operations and Maintenance (O&M) building (including supporting) utilities, AC electrical infrastructure, stormwater, fences, and gates. To facilitate these works, GVW requires an assessment of ecological values within the property and within road reserves to the north and south of the property boundary.

The purpose of this report is to provide GVW with an understanding of the ecological values and potential impacts associated with the project, as well as providing advice to avoid and minimise impacts on native vegetation, in order to comply with the *Guidelines for the removal, destruction or lopping of native vegetation* (DELWP 2017) and the *Planning and Environment Act 1987*.

This report is subject to, and must be read in conjunction with, the limitations set out in section 1.3 and the assumptions and qualifications contained throughout the Report.

Summary of findings

- The study site is part of the GVW WMF and is located on a gently undulating land north of the existing pondage.
- The majority of the site consist of former Blue Gum plantation site including unsealed access tracks. The plantation was harvested and cleared in 2021 as the treatment of wastewater was no longer required. The majority of the is highly disturbed as a result of the Blue Gum removal. Some areas were mulched and are dominated by regrowth whereas areas without mulch lack regrowth and are mostly dominated by a mix of native and introduced ground covers and scattered native shrubs. Long narrow piles of woody debris and scattered remains (e.g., tree stumps, root and trunks) of plantation material are common across the site.
- The remaining native vegetation consists of remnant patches of Box Ironbark Forest (EVC 61) within the roadside reserve, and scattered remnant trees (Plains Grassy Woodland (EVC 55)), and small patches of derived Plains Grassy Wetland (EVC 125). A total of 0.179 ha of vegetation is proposed to be impacted by the works.
- An additional 10.5 ha of vegetation is proposed to be removed under the regrowth exemption for vegetation that has naturally established within the bounds of a timber production plantation (DEWLP, 2017b).
- No flora species or ecological communities listed as threatened under the EPBC Act or the FFG Act were observed during the site assessment within the study site or proposed development area.
- Six (6) flora species listed as ‘Restricted Use’ protected under the FFG Act were observed during the site assessment. These species no longer require an FFG permit for incidental take, so long as sufficient care is taken to minimise impacts on FFG-Act listed species.
- Four weed species listed under the CaLP Act, one of which is also a Weed of National Significance (WoNS), were recorded within the study site. No fauna species listed as threatened under the EPBC Act or the FFG Act were observed during the site assessment within the study site or proposed development area however three threatened duck species Blue-billed Duck, Musk Duck, Hardhead (all listed as vulnerable under the Flora and Fauna Guarantee Act) were observed within the pondage south of the study site, outside of the development area. The three duck species are unlikely to occur within the study site because of the absence of suitable habitat. Whilst it is possible that each species may occasionally occur within the study site because of its proximity to the preferred habitat but will not depend upon or regularly occur or utilise the habitats of the study site, particularly the development area.

There are 15 threatened fauna species that may occur and utilise the various habitats within the development area. Three additional threatened fauna species may utilise habitat within the broader study site but are unlikely to use habitat within the development area. For the majority of these species the impacts are unlikely to be substantial or require additional assessment because:

- The habitat is restricted to the remnant roadside vegetation and the area of impact is small (e.g., area of impact is restricted to 5 trees within 0.179 ha of EVC 61 Box Ironbark Forest within two road reserves) – for Squirrel Glider, Brush-tailed Phascogale, Brown Treecreeper, Gang-gang Cockatoo and Swift Parrot.
- The habitat is highly modified (e.g., recently cleared blue gum plantation with some regrowth) and includes areas of derived habitat (e.g., native grasses regenerated after clearing of plantation). Furthermore, this habitat type is well represented in the broader study site with large areas being retained outside the development area. A number of species may use this habitat and the remnant roadside habitat including: Bearded Dragon, Blue-winged Parrot, Diamond Firetail, Lace Monitor, Little Eagle, Speckled Warbler, Square-tailed Kite, Superb Parrot and Turquoise Parrot.
- It is unlikely that any threatened FFG Act or EPBC Act listed fauna species would rely on or regularly utilise the habitats of the development area. The removal of this habitat is unlikely to comprise a substantial or important portion of habitat for any threatened FFG Act or EPBC Act listed fauna species. The proposed development will not remove or substantially modify any wildlife corridors that would create a barrier to the movement of any of the conservation significant fauna species discussed in this report.

Potential habitat for the Golden Sun Moth, Striped Legless Lizard and Brown Toadlet occurs outside the development area and are therefore retained and will not be impacted as part of this proposal.

GHD recommends the following actions:

- Seek endorsement from DEECA for the removal of 0.179 ha of native vegetation including five large canopy trees under the *Planning and Environment Act 1987*. Regrowth vegetation within the property is exempt from permit requirements as per the regrowth exemption for regenerating vegetation within the boundaries of a registered timber plantation.
- Obtain offsets for the project prior to commencing work. A total of 0.072 general habitat units (GHU) are triggered for this project with a minimum strategic biodiversity value score of 0.287. These offsets must be sourced from within Mitchell Shire Council or Goulburn Broken CMA area.
- Prior to the works, it is recommended that a Construction Environmental Management Plan (CEMP) is developed and implemented for the project to further avoid and minimise impacts to ecological values. The CEMP should include provisions relevant to protecting the ecological values identified within the development area and broader study site:
 - Implement measures, such as temporary No-Go Zones, to protect native vegetation to be retained.
 - Incorporate weed, disease, and pest control measures to prevent the spread of existing and/or the introduction of new weeds, diseases, or pests to the study site
 - Wash-down and inspection of vehicles, machinery, and boots before entering/leaving working areas to avoid transporting viable plant materials or large clods of soil
- Prior to construction, obtain a Management Authorisation under the *Wildlife Act 1975* to carry out fauna-related mitigation measures if removing any hollow-bearing trees or limbs containing hollows, including salvage, capture, handling, relocation, as required

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Contents

1. Introduction	1
1.1 Purpose of this report	1
1.2 Scope	1
1.3 Limitations	2
1.4 Study site and development area	2
2. Methods	6
2.1 Desktop assessment	6
2.2 Site assessment	6
2.2.1 Flora and vegetation	6
2.2.2 Fauna	7
2.3 Nomenclature, terminology and conservation status	7
2.3.1 Flora	7
2.3.2 Vegetation communities	7
2.3.3 FFG Act-protected Flora	8
2.3.4 Fauna species and fauna communities	8
3. Results	9
3.1 Study site overview	9
3.2 Flora and vegetation	9
3.2.1 Threatened and Protected Flora	9
3.2.2 Vegetation type, extent, and condition	10
3.2.3 Noxious weeds	11
3.2.4 Ecological Vegetation Classes	12
3.2.5 Vegetation Quality Assessment	15
3.2.6 Threatened ecological communities	15
3.2.6.1 EPBC Listed Communities	15
3.2.6.2 FFG listed communities	18
3.3 Fauna habitat and species	20
3.3.1 Fauna habitats	20
3.3.1.1 Former plantation area	20
3.3.1.2 Road reserve remnant vegetation	22
3.3.1.3 Other habitats	24
3.3.2 Species summary	25
3.3.3 Fauna species of conservation significance	26
3.4 Current wetlands	28
4. Impacts on native vegetation and fauna habitat	29
4.1 Avoidance and minimisation	29
4.1.1 Avoidance measures	29
4.1.2 Minimisation measures	29
4.1.3 Controlling the spread of noxious weeds	29
4.2 Impacts on ecological values	30
4.2.1 Impacts on native vegetation and fauna habitat	30
4.2.2 Impacts on threatened flora and fauna species	30
4.2.2.1 Threatened and protected flora	30
4.2.2.2 Threatened fauna	30
5. Native vegetation removal guidelines	32

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5.1	Objective of the guidelines	32
5.2	Application of the Guidelines for this project: exemptions	32
5.3	Assessment pathway	33
5.4	Application requirements for a permit to remove native vegetation	33
5.4.1	Unavoidable losses of native vegetation	33
5.4.2	Offset requirements and availability	33
6.	Environmental policy and legislative implications	35
7.	Recommendations and conclusions	37
8.	References	38
	Key to table:	49
	Key to Table:	55

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Table index

Table 1	Scenarios where a permit is required to remove protected flora	8
Table 2	Noxious weeds recorded within the study site during the field assessment	11
Table 3	Habitat zones identified during the field assessment	12
Table 4	Vegetation Quality Assessment	15
Table 5	Listing criteria for the Seasonal Herbaceous Wetlands (Freshwater) of the Temperate Lowland Plains TEC	16
Table 6	Summary of species likely to occur within study site	26
Table 7	Potential legislative implications and requirements for the project	35

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Figure index

Figure 1	Study site location	4
Figure 2	Study site and proposed project design (development area)	5
Figure 3	Ecological values within the study site	19

Plate index

Plate 1	Cleared plantation with stumps, branches and other debris left over after clearing – note regrowth plantation in background	21
Plate 2	One of the many rows of woody debris consisting of the piled remnants of the plantation	21
Plate 3	Cleared plantation area, with scattered native and introduced grasses and scattered native shrubs. Note scattered remnant tree in background	21
Plate 4	Scattered remnant trees surrounded by cleared plantation – note plantation regrowth in background	21
Plate 5	Regrowth plantation with scattered native shrubs	22
Plate 6	Regrowth plantation with dense mulch, scattered native shrubs and grasses. Located southern section of site along drainage line	22

Plate 7	Dam located near head water of drainage line. Fringing vegetation consisting of sedges/rushes and grasses was recorded around much of the perimeter of the dam located near centre of study site (dam located outside development area)	22
Plate 8	Planted native trees along ephemeral drainage line south of dam near centre of study site	22
Plate 9	Remnant Box Gum woodland located in Back Mountain Road roadside reserve (northern boundary of study site – near proposed access route). Red circle indicates location of hollow in opposite plate.	23
Plate 10	One of the many hollows located in the remnant Box Gum woodland of the Back Mountain Road reserve. This hollow is located in a Box tree near proposed access point.	23
Plate 11	Remnant Box Gum woodland located in Back Mountain Road roadside reserve (northern boundary of study site – near proposed access route).	24
Plate 12	One of the many hollows located in the remnant Box Gum woodland of the Back Mountain Road reserve. This hollow is located in a Box tree near proposed access point.	24
Plate 13	Grassland area west of powerline (not within proposed development area)	25
Plate 14	Grassland area with ephemeral drainage line. Note remnant roadside vegetation along Dead Horse Road in background	25
Plate 15	One of the three dams located along the ephemeral drainage line west of the powerline. All three dams were full at the time of the assessment (not within proposed development area)	25
Plate 16	Grassland area with ephemeral drainage line (not within proposed development area)	25

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Appendices

Appendix A	List of flora species recorded in the site assessment
Appendix B	List of fauna species recorded in the site assessment
Appendix C	Likelihood of occurrence – threatened flora
Appendix D	Likelihood of occurrence – threatened fauna
Appendix E	Native Vegetation Removal Report
Appendix F	Native Vegetation Credit Register
Appendix G	Forest Property Agreement
Appendix H	Reuse Irrigated Private Plantations Project

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1. Introduction

GHD Pty Ltd (GHD) has been engaged by Goulburn Valley Water (GVW) to undertake an environmental and planning assessment to examine the planning requirements involved with delivering a solar farm. GVW aspire to reduce their carbon emissions through the development of a sub 5 megawatt (MW) solar farm at the existing Seymour site located on Tarcombe Road. The national electricity transmission network will receive all power that is generated by the solar facilities on the GVW owned site.

The proposed works involve the installation of a solar array within a project area of 211,720 m². Additional works associated with this project include the installation of the solar array, unsealed access roads, Operations and Maintenance (O&M) building (including supporting) utilities, AC electrical infrastructure, stormwater, fences, and gates.

1.1 Purpose of this report

This report summarises the ecological values present within the proposed project site and adjacent road reserves and provides recommendations to avoid and minimise impacts on native vegetation and fauna habitat during construction and operation of the project.

The footprint for the project (referred to as the proposed development area) has now been determined, and this report outlines the proposed impacts to ecological values identified within the study site and details the environmental legislative requirements for the project.

1.2 Scope

The ecological assessment for the project involved a desktop and field investigation including:

- Mapping native vegetation as per current Department of Energy, Environment, and Climate Change (DEECA) guidelines (DELWP 2017) including patches of native vegetation, large patch trees and/or scattered trees
- Undertaking a vegetation quality assessment (VQA) of all native vegetation patches
- Mapping and describing habitat values
- Mapping and describing the extent of noxious and high-risk environmental weeds
- Assessing proposed impacts to ecological values
- Preparing a flora and fauna report and documenting the results of the ecological assessment. This report includes:
 - A description of the vegetation, flora, and fauna of the study site
 - Assessment and confirmation of the extent of impacts on native vegetation and fauna habitat
 - Determination of offset requirements for the proposed works under the Planning and Environment Act 1987 for the removal of native vegetation (Clause 52.17)
 - Summary of the potential ecological legislative implications for the project
 - Recommendations for project moving forward including additional steps to avoid and minimise impacts on native vegetation

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1.3 Limitations

This report: has been prepared by GHD for Goulburn Valley Water and may only be used and relied on by Goulburn Valley Water for the purpose agreed between GHD and Goulburn Valley Water as set out in section 1.2 of this report.

GHD otherwise disclaims responsibility to any person other than Goulburn Valley Water arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations stated in this section and also set out in the report.

The field assessment was limited to an ecological assessment of vascular plant species (ferns, conifers and flowering plants) and terrestrial vertebrate fauna. This assessment did not include: any non-vascular flora (e.g., mosses, liverworts, lichens), fungi, or terrestrial invertebrates, except where listed threatened species are known or are suspected to occur; marine fauna (including marine mammals, birds, reptiles or invertebrates); aquatic fauna in the site assessment or targeted surveys for threatened flora or fauna.

The field investigation was undertaken during early summer, which is not an optimal time of year for conducting botanical assessments, as many native flora are not flowering or readily identifiable. Additional native species may be recorded at the site at other times of the year. Therefore, it is considered possible that threatened flora may be present but were not detected during the survey because of the timing of the survey (e.g., threatened species that emerge in early summer would not have been detected). This limitation is somewhat overcome by consideration of records from the Victorian Biodiversity Atlas (VBA) databases, which span all seasons and many years.

Field data was recorded using Collector for ArcGIS mapping/Field Maps application to record site information. This mapping tool was accurate to within ten metres. Maps presented in this report displaying site information should not be relied on for the detailed design during the construction process.

The opinions, conclusions and any recommendations in this report are based on conditions encountered, observations made and information reviewed up to the date of preparation of the report. As GHD was only present on a specific date and certain time periods, this report is only indicative (and not definitive) of flora and fauna present on the site(s). GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

GHD has prepared this report on the basis of information provided by Goulburn Valley Water and others (including Government authorities). GHD has not independently verified or checked this information beyond the agreed scope of work. GHD does not accept liability in connection with such unverified information, including errors and omissions in the report which were caused by errors or omissions in that information.

The opinions, conclusions and any recommendations in this report are based on assumptions made by GHD and described in this report. GHD disclaims liability arising from any of the assumptions being incorrect.

1.4 Study site and development area

The **study site** is approximately 80 ha located within the existing Seymour Wastewater Management Facility (WMF) boundary and is positioned north of Tarcombe Road, just east of the Seymour township (Figure 1). The study site consists of the parcel of land within the existing WMF and the adjoining road reserves along the eastern and southern boundaries (Figure 1). For the purpose of this assessment the area assessed is much larger than the proposed development area to allow for the opportunity to avoid and minimise impacts to ecological values.

The proposed development area is 21.76 ha and refers to the solar farm and its proposed construction footprint (impact area) and includes the solar panel array, internal access tracks, firebreaks, external access points and all infrastructure to be built on site associated with the solar farm (see Figure 2). The development area does not include any works associated with connecting to the existing powerline along the western boundary of the proposed development area.

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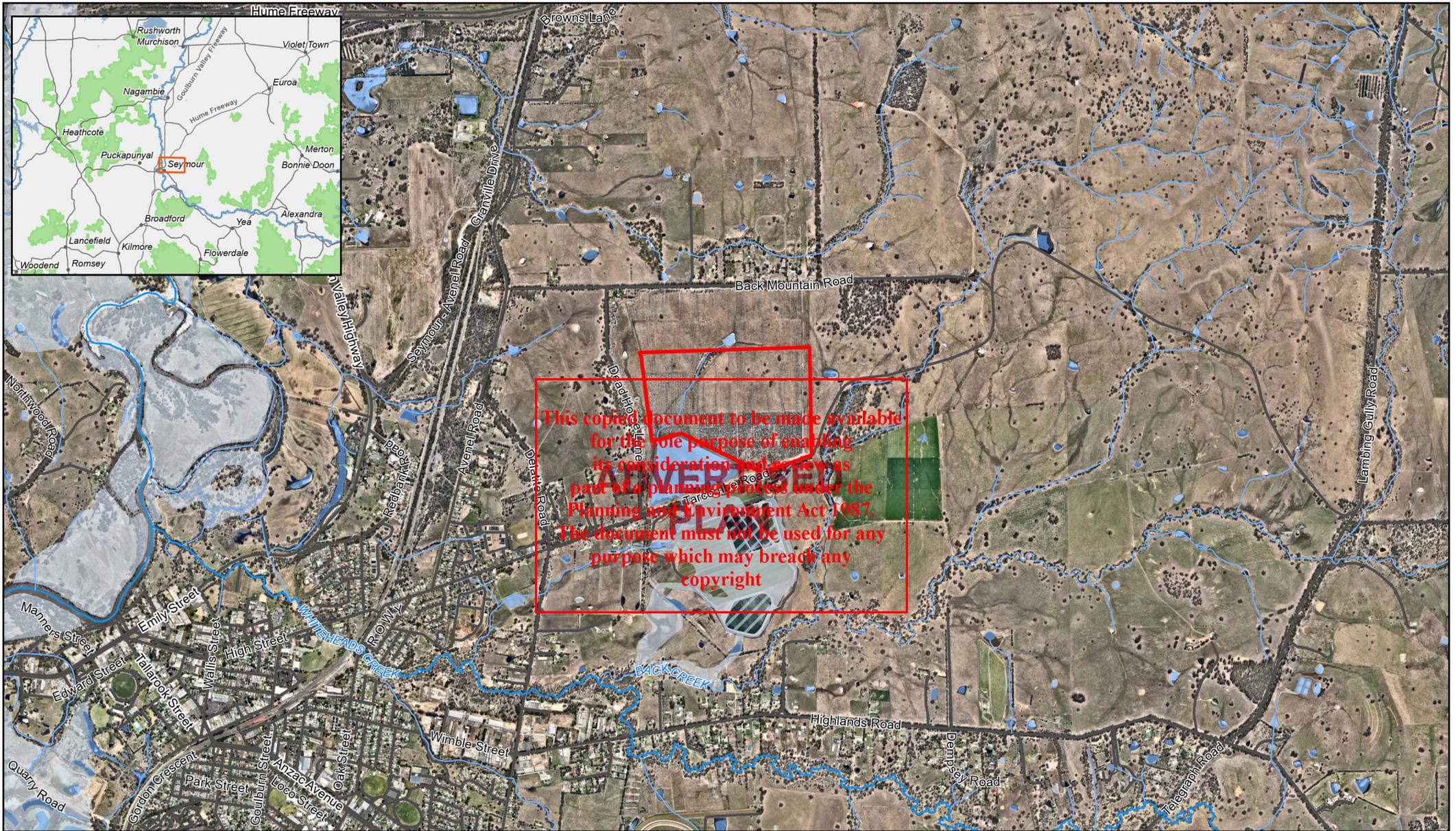
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The **study area** refers to a broader region (10 km radius) surrounding the study site. This description covers a much broader area than the expected zone of impact, and the additional information captured has been used to provide context to assess the significance of ecological features identified within the study site. The broader study area was only assessed at a desktop level.

According to DEECA's NatureKit Map, the study area occurs within the Central Victorian Uplands bioregion, Mitchell Shire LGA and the Goulburn Broken (GBCMA) areas.

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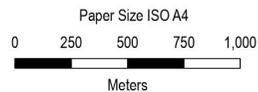
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Legend

- Study Area
- Road
- River
- Watercourse - Stream

- Watercourse - Drain/Channel
- Other
- Flat
- Pondage
- Lake



Map Projection: Transverse Mercator
Horizontal Datum: GDA2020
Grid: GDA2020 MGA Zone 55

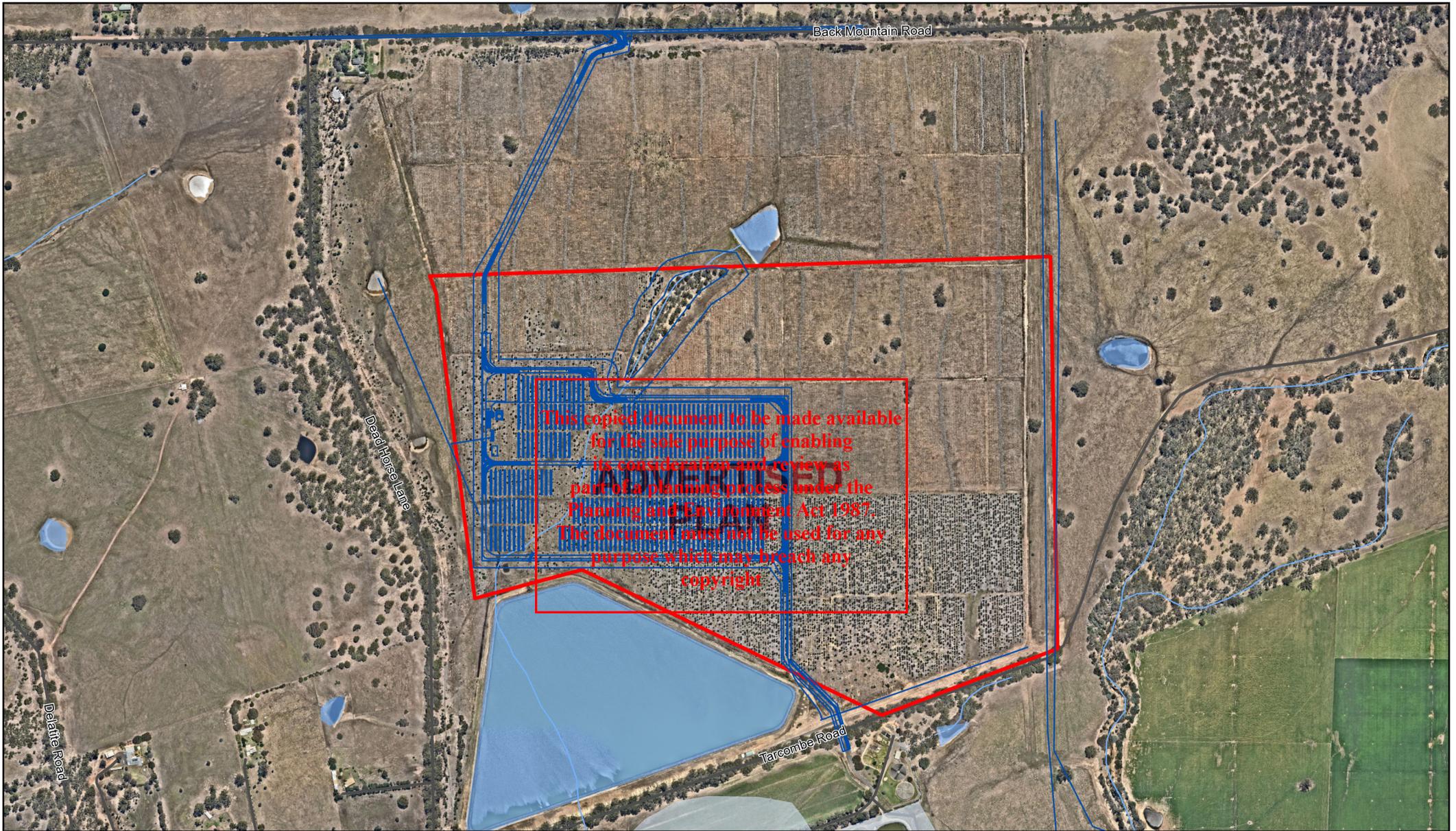


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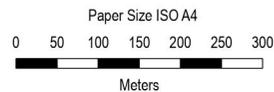
Locality Map - Seymour

FIGURE 1



Legend

- Study Area
- Watercourse - Stream
- Watercourse - Drain/Channel/Other
- Flat
- Lake
- Road
- Proposed Works Design Layout



Map Projection: Transverse Mercator
 Horizontal Datum: GDA2020
 Grid: GDA2020 MGA Zone 55



Goulburn Valley Water
Goulburn Valley Water Solar Farms

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 Date **1/02/2024**

Proposed Works - Seymour

FIGURE 2

2. Methods

2.1 Desktop assessment

A desktop assessment of ecological values known or predicted to be present within the study site was undertaken. That desktop information was used for this report, and included reviews of the following government databases and spatial datasets:

- NatureKit database¹ (maintained by the Department of Energy, Environment and Climate Change (DEECA))
- The Victorian Biodiversity Atlas (VBA)² database for flora and fauna species (maintained by DEECA) recorded within a 10 km radius of the study site
- Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) Protected Matters Search Tool (PMST) (maintained by the Department of Climate Change, Energy, the Environment and Water (DCCEEW)³ (10 km buffer of the study site)
- GIS mapping by the DEECA, e.g., mapping of extant and pre-European Ecological Vegetation Classes (EVCs), Location Risk maps, Native Vegetation Extent maps and current wetlands
- Birddata database (maintained by BirdLife Australia)
- Aerial imagery

2.2 Site assessment

The terrestrial flora and fauna field assessment was undertaken on 12 - 14 December 2023 by GHD ecologists. All botanical fieldwork was undertaken in accordance with GHD's Permit to take Protected Flora under the FFG Act (permit no. 10009910). All field investigations for fauna were undertaken in accordance with GHD's Wildlife Act Research Permit (permit no. 10010378) and GHD's Animal Ethics Committee requirements.

2.2.1 Flora and vegetation

The botanical assessment involved an appraisal of native and non-native vegetation and scattered trees, identified from aerial imagery and on the ground. The assessment included:

- Mapping the extent and condition of native vegetation present within the study site and in the road reserves adjacent to the site, including:
 - Defining and mapping EVCs and scattered native plants
 - Mapping and measuring any Canopy Trees that meet the benchmark for Large Trees
 - Mapping and measuring native Scattered Trees
 - Recording the location of any rare, threatened or protected flora species, where encountered
 - Recording the location of any listed ecological communities
- Collecting an inventory of incidental observations of native and non-native flora species encountered during the field assessment, together with their conservation status and origin
- Identifying the presence of significant weed species including those declared under relevant state and national legislation, policy or strategy, e.g., *Catchment and Land Protection Act 1994* (CaLP Act) and National Weeds Strategy

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¹ <http://maps.biodiversity.vic.gov.au/viewer?viewer=NatureKit> (accessed September 2023)

² <https://www.environment.vic.gov.au/biodiversity/victorian-biodiversity-atlas> (accessed September 2023)

³ <http://www.environment.gov.au/webgis-framework/apps/pmst/pmst.jsf> (accessed September 2023)

2.2.2 Fauna

The field assessment was used to undertake the following:

- Collecting an inventory of incidental observations of native and non-native fauna species encountered during the field assessment, together with their conservation status and origin
- Undertaking a fauna habitat assessment across the study site, including:
 - An assessment of habitats for native fauna and condition of those habitats
 - Determining the likelihood of occurrence of threatened fauna at the site (based on the presence and condition of suitable habitat)

2.3 Nomenclature, terminology and conservation status

2.3.1 Flora

Unless otherwise noted, common and scientific names for flora follow the VBA (Version 3.2.6).

Conservation status was determined in accordance with the Commonwealth EPBC Act and the Victorian *Flora and Fauna Guarantee (FFG) Act 1988*.

Native vegetation is defined in the Victoria Planning Provisions as ‘plants that are indigenous to Victoria, including trees, shrubs, herbs and grasses’. For the purpose of the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017b), native vegetation is classified into two categories, a Patch of vegetation or a Scattered Tree:

- A Patch of native vegetation is either:
 - An area of native vegetation where at least 25% of the total perennial understorey plant cover is native
 - Any area with three or more native canopy trees where the drip line of each tree touches the drip line of at least one other tree, forming a continuous canopy
 - Any mapped wetland included in the Current wetlands map (available on DELWP online mapping tools)
 - A Scattered tree is a native canopy tree that does not form part of a patch
- Other forms of vegetation include:
 - Planted native vegetation, i.e., includes non-indigenous native species and areas of revegetation)
 - Non-native vegetation, i.e., vegetation that comprises entirely introduced flora

2.3.2 Vegetation communities

Native vegetation in Victoria is mapped in units known as Ecological Vegetation Classes (EVCs) (DELWP 2018b). EVCs are described according to a combination of floristic, life form and ecological characteristics, and through an inferred fidelity to particular environmental attributes.

Each EVC occurs under a common regime of ecological processes within a given biogeographic range and may contain multiple floristic communities.

Other vegetation types that may occur in Victoria include vegetation communities listed as threatened under the EPBC Act and/or the FFG Act. These have separate vegetation classification systems, each of which is also separate to the EVC classification system. As such, any single patch of native vegetation occurring within the subject site (or anywhere in Victoria) will be classifiable as a particular EVC and may also be separately classified as a different threatened ecological community under the EPBC Act, and/or as another vegetation community under the FFG Act.

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2.3.3 FFG Act-protected Flora

Protected flora under the *FFG Act 1988* include:

1. Plant taxa (species, subspecies or varieties) listed as threatened under the FFG Act
2. Plant taxa belonging to communities listed as threatened under the FFG Act
3. Plant taxa that are declared protected by the Minister. These are taxa which are not threatened but require
4. protection for other reasons.

There are two different categories for declared protected flora: generally protected flora (GP) and restricted use protected flora (RU; DEECA 2024b).

- **‘Generally protected flora’** refers to all other protected flora that are impacted by take for all other reasons (e.g., development, infrastructure maintenance works, etc.) and can include those species at risk of both commercial/personal take and incidental take
- **‘Restricted use protected flora’** are those flora that are exclusively impacted by take for commercial or personal use (e.g., not at risk from other activities). Take for other reasons (e.g., incidental take for track maintenance etc.) is not restricted as long as reasonable care is taken not to impact the taxon.
- **Incidental take** is where plants are taken to make space for something else – for example, clearing for the construction or maintenance of a building, road, or pipeline; clearing for grazing or cropping; or clearing to construct bushfire fuel break. Any take where the intent is not to obtain a specimen of the plant, but to simply remove it, is incidental take. Incidental take would apply to this Project.

Table 1 specifies when a permit is required or not required for removal of protected flora.

Table 1 Scenarios where a permit is required to remove protected flora

	Generally protected	Restricted use
Incidental Take	Permit required	No permit required
Take for sale	Permit required	Permit required
Take for personal use	Permit required	Permit required

2.3.4 Fauna species and fauna communities

Unless otherwise noted, common and scientific names for fauna follow the VBA database (Version 3.2.6). Fauna conservation significance was determined in accordance with the Victorian FFG Act and the EPBC Act.

The EPBC Act and the FFG Act list a number of threatened fauna communities, at a national or state scale, respectively. Fauna communities known or potentially occurring within the study area are only considered if they are listed under one or more of these Acts.

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3. Results

3.1 Study site overview

The study site is part of the GVW WMF and is located on a gently undulating land north of the existing pondage. The site is bound by three roads - to the north by Back Mountain Road, west by Dead Horse Lane, and south by an extension of the unused road reserve off Tarcombe Road and a large pondage (see Figure 1). Private property adjoins the eastern boundary. The three road reserves contain high quality remnant vegetation.

The study site and development area was most likely cleared of the majority of native vegetation over 80 years ago for grazing of stock and/or cropping. Scattered remnant trees and small patches of remnant trees were retained and the site was converted to a *Eucalyptus globulus* subsp. *globulus* (Blue Gum) plantation approximately 20 years ago for the purpose of treating excess wastewater. Unsealed access tracks were also created through and around the plantation for maintenance. The plantation was then harvested and cleared in 2021 as the treatment of wastewater was no longer required. The majority of the site is highly disturbed as a result of the Blue Gum removal. It appears that during the harvesting process trees were removed from the ground or pushed over, creating cavities (e.g., large holes and sometime shallow trenches) within the ground of various sizes. Plastic pipes, valves and other parts of the irrigation system are scattered across the study site. Some areas were mulched and are dominated by regrowth whereas areas without mulch lack regrowth and are mostly dominated by a mix of native and introduced ground covers and scattered native shrubs. Long-narrow piles of woody debris and scattered remains (e.g., tree stumps, root and trunks) of plantation material are common across the site.

Historical stock grazing was also evident across the site, with sheep and cattle scat and old stock tracks across the site noted. The site supports a large group (70 +) of Eastern Grey Kangaroo (*Macropus giganteus*) that appeared to use the regrowth plantation as refuge and the cleared plantation area for foraging.

Two ephemeral drainage lines occur within the site. Both appear to drain toward the south into the pondage located south of the site. The drainage line along the western boundary between the powerline and Dead Horse Lane has three dams. This drainage line is outside the proposed development footprint. The drainage line through the middle of the study site drains from the north to south-west with one large dam located near the headwater and two smaller shallow dams located in the south-west portion of the site.

Much of the surrounding landscape consists of cleared agricultural land with patches of vegetation within properties and road reserves. A large pondage located between the study site boundary and Tarcombe Road used as part of the WMF treatment process provides habitat for numerous waterbird species.

3.2 Flora and vegetation

The VBA and PMST searches identified 589 species of flora that have been recorded or are predicted to occur within 10 km of the study site. Of these species, 383 species are native, 183 exotic species and 23 species that are native, but non-indigenous to the area.

During the site assessment a total of 73 species were recorded within the study site. This list comprises 36 native flora species and 34 introduced species, and three species that are native but non-indigenous to the area (Appendix A).

3.2.1 Threatened and Protected Flora

The VBA and PMST searches undertaken by GHD identified 20 threatened flora species previously recorded or predicted to occur within 10 km of the study site. Of the threatened flora species known or predicted to occur within 10 km of the study site, 16 species are listed under the FFG Act, 14 species are listed under the EPBC Act, and 10 additional species are listed on both the FFG and EPBC Acts. The likelihood of occurrence was assessed for all the listed threatened flora species recorded in the desktop assessment (Appendix B)

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No threatened flora species were identified during the site assessment. No additionally species are considered likely to be present and unobserved due to the highly degraded nature of most of the remnant native vegetation. It is outside the scope of this assessment to conduct targeted surveys for threatened flora species within the study site.

Additionally, six (6) flora species listed as protected under the FFG act were identified during the field assessment:

- *Acacia acinacea* s.l. (Gold Dust Wattle) – Restricted Use
- *Acacia mearnsii* (Black Wattle) – Restricted Use
- *Acacia paradoxa* (Hedge Wattle) – Restricted Use
- *Acacia pycnantha* (Golden Wattle) – Restricted Use
- *Acacia verniciflua* (Varnish Wattle) – Restricted Use
- *Xerochrysum viscosum* (Sticky Everlasting) – Restricted Use

3.2.2 Vegetation type, extent, and condition

Remnant native vegetation in the study area has been mapped by DEECA at a scale of 1:25,000 (DEECA 2005 extant mapping of EVCs). NatureKit (DEECA 2024) indicates that two EVCs (EVC 55 Plains Grassy Woodland and EVC 61 Box Ironbark Forest) may be present in the study site.

The field assessment confirmed the presence of several patches of EVC 61 Box Ironbark Woodland along the road reserves, with some small patches extending past the boundary fence into the property. The patches of this EVC along the northern boundary of the parcel were generally higher quality, with several large canopy trees and a diverse understory of native shrubs. Other patches, mapped as a second habitat zone, were generally lower quality, with minimal large trees and a significantly disturbed understorey with sparse native shrubs, grasses, and forbs. Within the Central Victorian Uplands (CVU) bioregion, this EVC is listed as Vulnerable.

The field assessment also confirmed patches of highly disturbed, derived form of EVC 55 Plains Grassy Woodland within the project area. This EVC occurred amongst the plantation regrowth where coppicing *Eucalyptus globulus* subsp. *globulus* facilitated the regeneration of some native graminoids and shrubs. Plains Grassy Woodland is listed as Endangered within the CVU bioregion.

One additional EVC (EVC 125 Plains Grassy Wetland) was also confirmed in the field assessment. This EVC occurred in damp drainage lines created by the removal of tree stumps and irrigation systems from the plantation. Species richness in these patches was generally low, dominated by native sedges, rushes, and sparse native forbs. This EVC is listed as Endangered within the CVU bioregion.

In total, four habitat zones were mapped within the study site (section 3.2.4).

The remaining area within the parcel contained some scattered native plants but, as a result of the disturbance caused by timber harvesting, was generally dominated by introduced species and contained significant patches of bare ground. A patch of planted vegetation was also present towards the north of the site (Figure 2), which included *Eucalyptus polyanthemus* (Red Box) and *Eucalyptus leucoxylon* subsp. *pruinosa* (Yellow Gum).

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Plate 1 *Planted vegetation within the study site*

3.2.3 Noxious weeds

Four species listed as noxious weeds under the *Catchment and Land Protection Act 1994* (CaLP Act) in the Goulburn Broken CMA region was recorded at the study site.

Table 2 *Noxious weeds recorded within the study site during the field assessment*

Scientific name	Common name	Listing
<i>Cirsium vulgare</i>	Spear Thistle	Restricted (R)
<i>Hypericum perforatum</i>	St John's Wort	Restricted (R)
<i>Rosa rubiginosa</i>	Sweet Briar	Regionally Controlled (C)
<i>Rubus anglocandicans</i>	Blackberry	Regionally Controlled (C), WoNS

3.2.4 Ecological Vegetation Classes

Table 3 Habitat zones identified during the field assessment

Vegetation type	Description	Characteristic photograph
<p>Habitat Zone 1</p> <p>Box Ironbark Forest (EVC 61)</p> <p>Bioregional Conservation Status: Vulnerable in the Central Victorian Uplands Bioregion</p>	<p>This habitat zone is located along the roadside of the Back Mountain Road, where it predominantly occurs within the southern road reserve.</p> <p>The overstorey of this community contains a canopy of <i>Eucalyptus microcarpa</i> (Grey Box) with a sub-canopy of <i>Acacia mearnsii</i> (Black Wattle) and <i>Acacia pycnantha</i> (Golden Wattle). The midstorey is dominated by the shrubs <i>Bursaria spinosa</i> subsp. <i>spinosa</i> (Sweet Bursaria), <i>Acacia paradoxa</i> Hedge Wattle) and <i>Acacia verniciflua</i> (Varnish Wattle).</p> <p>The understorey is dominated by a range of graminoids and forbs, including <i>Lomandra filiformis</i> (Wattle Mat-rush), <i>Geranium</i> sp., <i>Dianella revoluta</i> (Blank-anther Flax-lily), <i>Einadia nutans</i> (Nodding Saltbush), <i>Rytidosperma caespitosum</i> (Common Wallaby-grass) and <i>Austrostipa</i> spp. (Spear grass).</p> <p>The habitat zone has a high cover of exotic grasses and forbs. Common species include <i>Rubus anglocandicans</i> (Blackberry, CaLP, WonS), <i>Hypericum perforatum</i> (St. Johns Wort), <i>Phalaris aquatica</i> (Toowoomba Canary-grass), <i>Holcus lanatus</i> (Yorkshire Fog) and <i>Agapanthus</i> sp. (Agapanthus). The total cover of weeds in the habitat zone is approximately 40%.</p>	

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Vegetation type	Description	Characteristic photograph
<p>Habitat Zone 2</p> <p>Plains Grassy Woodland (EVC 55) Bioregional Conservation Status: Endangered in the Central Victorian Uplands Bioregion</p>	<p>This habitat zone is located across two disjunct patches in the southern portion of the parcel. It primarily occurs in areas where regrowth of plantation <i>Eucalyptus globulus</i> subsp. <i>globulus</i> has facilitated the germination of native plant species.</p> <p>The habitat zone lacks an overstorey and is instead dominated by the native shrub species <i>Cassinia sifton</i> (Drooping Cassinia), <i>Cassinia aculeata</i> (Common Cassinia) and <i>Acacia paradoxa</i> Hedge Wattle). The significant disturbance and heavy mulch layer have inhibited the growth of most ground-layer species, but scattered <i>Rytidosperma caespitosum</i> (Wallaby Grass), <i>Juncus</i> spp. (Rushes), <i>Laphangium luteoalbum</i> (Jersey Cudweed) and <i>Senecio quadridentatus</i> (Cotton Fireweed) are present in some parts of the habitat zone.</p> <p>Weed cover was generally moderate and included species such as <i>Rubus anglocandicans</i> (Blackberry), <i>Cirsium vulgare</i> (Spear Thistle) <i>Erigeron bonariensis</i> (Flaxleaf Fleabane) and <i>Anthoxanthum odoratum</i> (Sweet Vernal-grass).</p>	
<p>Habitat Zone 3</p> <p>Plains Grassy Wetland (EVC 125) Bioregional Conservation Status: Endangered in the Central Victorian Uplands Bioregion</p>	<p>This habitat zone is located across several disjunct patches in the southern portion of the parcel. It primarily occurs in areas where the removal of irrigation systems in the plantation have created drainage lines that move downslope towards the dam at the southern end of the study site.</p> <p>The habitat zone is dominated by native graminoid species, including <i>Juncus pallidus</i> (Pale Rush), <i>Juncus subsecundus</i> (Fingered Rush), <i>Juncus</i> spp., and <i>Rytidosperma duttonianum</i> (Brown-back Wallaby-grass). Native forbs include <i>Rumex brownii</i>, <i>Persicaria prostrata</i> (Creeping Knotweed), <i>Senecio quadridentatus</i> (Cotton Fireweed), <i>Epilobium hirtigerum</i> and <i>Alternanthera denticulata</i> (Lesser Joyweed).</p> <p>Weed cover was generally moderate and included species such as <i>Cyperus eragrostis</i> (Drain Flat-sedge), <i>Holcus lanatus</i> (Yorkshire Fog), <i>Cirsium vulgare</i> (Spear Thistle), <i>Hypochaeris radicata</i> (Cat's-ear) and <i>Lactuca serriola</i> (Prickly Lettuce).</p>	

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Vegetation type	Description	Characteristic photograph
<p>Habitat Zone 4</p> <p>Box Ironbark Forest (EVC 61) Bioregional Conservation Status: Vulnerable in the Central Victorian Uplands Bioregion</p>	<p>This habitat zone is located in a number of patches within the study site, most notably along the inside of the northern fenceline, and along the road reserve at the southern boundary of the property. It displays evidence of past clearing as well as continued slashing, which limited both the number of large canopy trees as well as the diversity of understory shrubs, herbs, and grasses.</p> <p>The overstorey of this community contains a canopy of <i>Eucalyptus microcarpa</i> (Grey Box) with a very sparse midstory of <i>Acacia paradoxa</i> (Hedge Wattle) and <i>Acacia verniciflua</i> (Varnish Wattle).</p> <p>The understory contains scattered graminoids and forbs, including <i>Lomandra filiformis</i> (Wattle Mat-rush), <i>Einadia nutans</i> (Nodding Saltbush) and <i>Rytidosperma</i> spp. (Wallaby-grass).</p> <p>The habitat zone has a high cover of exotic grasses, including <i>Holcus lanatus</i> (Yorkshire Fog) and <i>Anthoxanthum odoratum</i> (Sweet Vernal-grass). This area has also been recently slashed, as a result some other potential introduced and native grass species were unable to be identified.</p>	

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3.2.5 Vegetation Quality Assessment

Table 4 Vegetation Quality Assessment

VQA		HZ1	HZ2	HZ3	HZ4
Bioregion		Central Victorian Uplands	Central Victorian Uplands	Central Victorian Uplands	Central Victorian Uplands
EVC #		61	55	125	61
EVC Name		Box Ironbark Forest	Plains Grassy Woodland	Plains Grassy Wetland	Box Ironbark Forest
Bioregional Conservation Status		Vulnerable	Endangered	Endangered	Vulnerable
		Score	Score	Score	Score
Site condition	Large Trees	10	0	NA	3
	Tree Canopy Cover	5	0	NA	5
	Lack of Weeds	6	4	6	9
	Understory	15	5	10	5
	Recruitment	6	3	6	3
	Organic Litter	5	5	5	5
	Logs	0	0	NA	0
	Standardiser	1	1	1.36	1
	Total Site Score	47	18	36	30
Landscape value	Patch Size	1	1	1	1
	Neighbourhood	0	0	0	0
	Distance to Core	0	0	0	0
Habitat Score		48	19	37	31
Habitat points = #/100		0.48	0.19	0.37	0.31

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3.2.6 Threatened ecological communities

3.2.6.1 EPBC Listed Communities

The PMST predicted five EPBC Act-listed threatened ecological communities may or are likely to occur within the study area:

- Buloke Woodlands of the Riverina and Murray-Darling Depression Bioregions (Endangered)
- White Box-Yellow Box-Blakely's Red Gum Grassy Woodland and Derived Native Grassland (Critically Endangered)
- Seasonal Herbaceous Wetlands (Freshwater) of the Temperate Lowland Plains (Critically Endangered)
- Natural Grasslands of the Murray Valley Plains (Critically Endangered)
- Grey Box (*Eucalyptus microcarpa*) Grassy Woodlands and Derived Native Grasslands of South-eastern Australia (Endangered)

During the site visit native vegetation was assessed against the listing criteria for two TECs: *Grey Box (Eucalyptus microcarpa) Grassy Woodlands and Derived Native Grasslands of South-eastern Australia* and *Seasonal Herbaceous Wetlands (Freshwater) of the Temperate Lowland Plains*.

Grey Box (*Eucalyptus microcarpa*) Grassy Woodlands and Derived Native Grasslands of South-eastern Australia

The Threatened Ecological Community (TEC) *Grey Box (Eucalyptus microcarpa) Grassy Woodlands and Derived Native Grasslands of South-Eastern Australia* is considered synonymous with the recorded EVC 61 Box Ironbark Forest within the Central Victorian Uplands Bioregion. However, the vegetation at the study site does not meet the following criteria for this TEC:

- 50% of the plant cover in the ground layer is **not** made up of perennial native species
- 10% of the plant cover in the ground layer is **not** made up of perennial native grass species

As a result, this TEC can be discounted from the study site.

Seasonal Herbaceous Wetlands (Freshwater) of the Temperate Lowland Plains

The areas of EVC 125 Plains Grassy Wetland were assessed against the listing criteria for the *Seasonal Herbaceous Wetlands (Freshwater) of the Temperate Lowland Plains* TEC, shown in detail in Table 5.

Table 5 Listing criteria for the Seasonal Herbaceous Wetlands (Freshwater) of the Temperate Lowland Plains TEC

Listing criteria	Site context	Conditions met
All areas (HZ3) of Plains Grassy Wetland (EVC 125) were considered as possible areas of this TEC		
Key Diagnostic Characteristics - Landscape		
Limited to the temperate zone of mainland south-eastern Australia. The ecological community occurs in southeast South Australia, Victoria, and southern New South Wales.	All areas are located within the temperate zone of South-east Australia and Victoria.	Yes
Occurs on flat plains grading into slopes, below 500 m above sea level (ASL).	Occurs on flat plains below 500 m ASL.	Yes
Associated soils are generally fertile but poorly draining clays derived from a range of geologies.	Associated soils are generally fertile but poorly draining clays derived from a range of geologies. At this location, clay rich.	Yes
Occurs in rainfall zones with a typically Winter seasonal rainfall pattern, to a Uniform seasonal rainfall pattern at the edge of its range. The mean annual rainfall is usually 400 to 800 mm/year but can be lower at the northern edge of its range.	Mean average rainfall at the nearest data collection point (Seymour) is 591 mm per annum (average from between 1880 - current) (BoM 2024).	Yes
Hydrology		
On isolated drainage lines or depressions which are seasonally inundated (typically during winter-spring) and subsequently dry (typically by late summer).	Vegetation occurs in scattered depressions both natural and artificial including drainage lines. Areas were observed to be dry at time of assessment (December 2023).	Yes
Rainfall is the main water source. These wetlands are not dependent on overbank flooding from riverine systems.	Rainfall is the only source of water for this area. There are no rivers near this location.	Yes
Salinity of the water is fresh to slightly brackish. Salinity mostly lies within the range, 0 to 1,000 mg/L but can be up to 3,000 mg/L, typically exhibiting a progressive increase in salinity as wetlands dry.	Unknown.	Unknown

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Listing criteria	Site context	Conditions met
Biota		
Trees and shrubs are sparse to absent. When present, they mostly occur as fringing or scattered individuals. Woody cover accounts for no more than 10% projective foliage cover across the wetland.	No remnant trees are present within the patches, although some harvested plantation trees that have regenerated from coppiced growth are present in some areas. Some scattered shrubs, mostly <i>Cassinia sifton</i> (Drooping Cassinia), are present along the edges of the patches of this EVC. Woody cover is less than 10% across the majority of the wetland patches.	Yes
The vegetative cover of the ecological community is dominated by a ground layer of native wetland graminoids and/or native wetland forbs.	Native wetland graminoids and herbs are present and dominant in most areas of the Plains Grassy Wetland patches. Patches are small and isolated and often surrounded by highly degraded patches of Plains Grassy Woodland, or non-native vegetation	Yes
A range of graminoids is often present and typically includes one or more of the following taxa: <i>Amphibromus</i> spp., <i>Carex tereticaulis</i> , <i>Deyeuxia</i> spp., <i>Glyceria</i> spp., <i>Lachnagrostis</i> spp., <i>Poa labillardierei</i> , and <i>Rytidosperma duttonianum</i> . Note that other graminoid taxa may also occur, though are not necessarily common.	Of these species, only <i>Rytidosperma duttonianum</i> was observed in any of the patches of EVC 125.	Yes
At least one native wetland forb species must be present (preferably more) after the ecological community is inundated. The suite of forbs that may occur within the ecological community's range is variable and potentially large.	Multiple species of wetland forb are present at most patches.	Yes
Freshwater algae often are present when the wetland is, or recently has been, wet. The most evident representatives are green algae from the groups <i>Charales</i> (stoneworts) and <i>Zygnematales</i> (pond scums).	No algae observed, although soils were wet, recent wetting and appropriate conditions for algae may not have recently occurred.	Unknown/Possible
Characteristic fauna that may be associated with the ecological community include invertebrate groups that are temporary water specialists. The types of fauna present can be highly variable, depending on the inundation history, current conditions, and other factors.	Fauna was not assessed at these locations.	Unknown/Possible
Modified Wetlands		
Modifications to other types of wetlands may result in the ecological community being present where it was formerly absent. These modified wetland sites are included as part of the national ecological community, if they remain a functional natural wetland and conform to the description of the ecological community.	The vegetation type is not modelled to or expected to occur in the area and the site contains observable evidence of modification, ongoing disturbance and previous vegetation clearing. This vegetation has likely occurred as a direct result of modification.	Occur in a modified landscape and likely a result of previous land clearing.
Condition Thresholds		
Is the wetland consistent with the key diagnostic characteristics, noted above?	Some characteristics could not be determined at time of assessment	Mostly Yes

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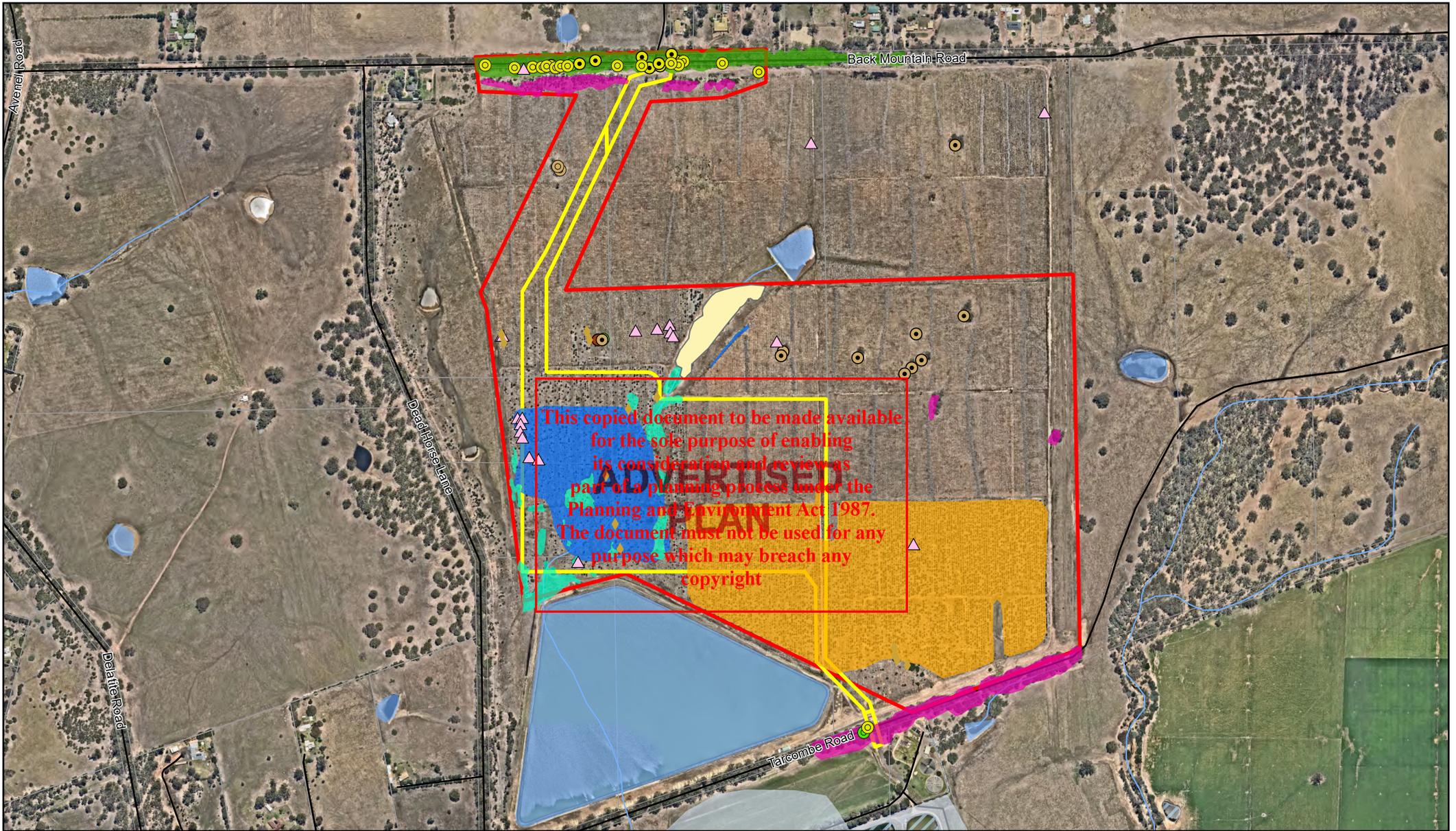
Listing criteria	Site context	Conditions met
Is 50% or more of the total cover (vascular plants only) dominated by native species characteristic of the Seasonal Herbaceous Wetlands ecological community.	The cover of native species typical to the community was low to moderate, generally approximately 30-40% across the patches.	No
<p>Minimum size requirements: Isolated wetland in landscape. Minimum size = 0.5 ha.</p> <p>Fine-scale cluster of wetlands, e.g., in gilgai terrain. Minimum sizes are: the collective area of wetlands within the cluster = 0.5 ha; total area of the cluster polygon (wetland + non-wetland) = 5ha.</p> <p>Wetland connected to, or part of, a native vegetation remnant. Minimum sizes are: wetland = 0.1 ha; wetland + native remnant = 1.0 ha</p>	<p>Thirteen areas were considered as possibly meeting the criteria: All patches are fragmented and are all < 0.5 ha in extent. All 13 patches add up to 0.73 ha in total. No patches are connected to other remnant patches of native vegetation. The adjacent patches of EVC 55 Plains Grassy Woodland are recent regrowth after the removal of plantation timber from the site.</p>	No
Based on the condition threshold assessment this TEC was considered not to be present within the study site and are excluded based on none of the patches meeting the minimum size requirements to be considered the TEC.		

3.2.6.2 FFG listed communities

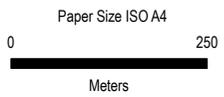
There are no FFG listed communities synonymous with the EPBC TECs modelled as potentially occurring at the study site, or with the EVCs identified at the site during the assessment. Therefore, it is considered unlikely that any FFG listed flora communities are present at the site.

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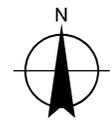
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Legend	
△ Protected Flora Species	Canopy Tree >= 70 Hollow Bearing
▭ Habitat Polygons	Scattered Tree < 70
▭ Box tree	Scattered Tree >= 70
▭ Vegetation Polygons (Habzones)	Scattered Tree >= 70 Hollow Bearing
▭ HZ1	Canopy Tree < 70 Hollow Bearing
▭ HZ2	Canopy Tree >= 70
▭ Watercourse - Stream	Planted Vegetation
▭ Watercourse - Drain/Channel/Other	Study Site Boundary
▭ Flat	Weeds
▭ Pondage	Canopy Tree < 70 Hollow Bearing
▭ Lake	Canopy Tree >= 70
▭ Road	Scattered Tree >= 70 Hollow Bearing
▭ Parcel	



Map Projection: Transverse Mercator
Horizontal Datum: GDA2020
Grid: GDA2020 MGA Zone 55



Goulburn Valley Water
Goulburn Valley Water Solar Farms

Ecological Values - Seymour

Project No. **12579414**
Revision No. **B**
Date **20/03/2024**

FIGURE 3

3.3 Fauna habitat and species

3.3.1 Fauna habitats

The study site is located within a modified landscape cleared of most native vegetation and naturally occurring fauna habitat (Figure 3). Three broad habitat types (not including man-made structures such as the WTF pondages) are available to fauna within or adjacent to the study site:

- Former plantation area consisting of cleared plantation with scattered remnant paddock trees, regrowth plantation, drainage line and small patch of planted native trees (up to 70 ha within study site)
- Remnant roadside reserve vegetation intersected by the two access routes (approximately 2 ha within study site)
- Other habitat outside the proposed development area but within the study site: grassland with regenerating trees and shrubs, and drainage line located west of the powerline (approximately 6 ha within study site)

3.3.1.1 Former plantation area

The former plantation area occupies the majority of the study site and is characterised by several habitat types:

- Cleared plantation with scattered remnant paddock trees and small remnant patches consisting of remnant trees without any plantation regrowth (up to 10 ha in development area, Plate 1 - 4)
- Regrowth plantation with a ground cover consisting of predominately mulch (up to 6 ha in development area, Plate 5 - 6)
- Ephemeral drainage line with small patch of planted native trees (approximately 0.5 ha in development area, Plate 7 - 8)

The majority of the site consists of cleared plantation, now covered by a scattered native and introduced grasses and forbs and scattered native shrubs, and aligns with Habitat zone 2 (Plains Grassy Woodland - EVC 55). Two small isolated patches consisting of remnant White Box and/or Grey Box and scattered single (approximately 13) White Box and/or Grey Box have been retained (Plate 4). All remnant trees contained cavities (e.g., cracks / crevices) or obvious hollows of various sizes that provide roosting and breeding habitat for a variety of native animals including insectivorous bats and birds. None of the remnant trees are within the proposed development area.

Although the cleared areas lacked vegetation diversity and structure, long rows and piles of woody debris (e.g., pushed over Blue Gum) at approximately 80 – 100 m intervals were recorded across most of the site in areas without regrowth (Plate 2). These piles provide refuge and foraging habitat for native birds, and common reptiles. Whilst traversing the site tree stumps and woody debris were inspected for cavities however only a few very small (< 5 cm opening) were recorded. Tree stumps measured at approximately 15-20 cm diameter suggesting that the harvested trees were not large enough to develop hollows. Despite the abundance of woody debris, reptiles were uncommon and few were observed (e.g., small skinks) within the study site over the two day site visit. The lack of reptiles may be an artefact of the short period of time since the recent clearing of the plantation – not allowing for recolonisation of the site.

The regrowth Blue Gum (Plate 5 – 6) occurred in dense rows at 4-6 m tall, particularly in the south-east portion of the site. The dense habitat, provides temporary refuge, roosting, foraging and breeding (e.g., nesting) opportunities for small native birds including potential habitat for the FFG Act listed Speckled Warbler (*Pyrrholaemus sagittatus*) and EPBC Act listed Diamond Firetail (*Stagonopleura guttata*).

The regrowth vegetation also provides refuge for a large population of Eastern Grey Kangaroos (70 + individuals) that occur within the study site and temporary refuge for other native species (e.g., birds, ground mammals such as Echidna, *Tachyglossus aculeatus*) to move through the site to other areas of connected habitat adjoining the site. Common Wombat (*Vombatus ursinus*) burrows were recorded in the south-east part of the regrowth plantation, east of the pondage, with one of the burrows showing signs of occupation and Wombat scat recorded nearby the burrows.

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A small dam (Plate 7) located near the centre of the site is the start of the ephemeral drainage line that flows to the south-west. The dam is located outside the development area. Most of the perimeter of the dam is fringed by native rushes and sedges, which provide habitat for frogs and waterbirds. The dam lacked aquatic or semi-aquatic vegetation. The ephemeral drainage line is located within the development area and lacks any defined banks/bed or channel, or areas for pooling and pondage of water indicating that it carries water irregularly.

The small patch (<0.5 ha) of planted native trees (Plate 8) located south of the dam along the drainage line provides foraging, nesting and refuge for native birds. The majority of the ground was bare and with ground cover or mid-storey layer being largely absent within the patch. Trees were immature at 10-20 cm diameter and therefore too small to support hollows. The patch was most likely planted to stabilise the drainage line from erosion.



Plate 1 Cleared plantation with stumps, branches and other debris left over after clearing regrowth plantation in background

Plate 2 One of the many rows of woody debris consisting of the piled remnants of the plantation

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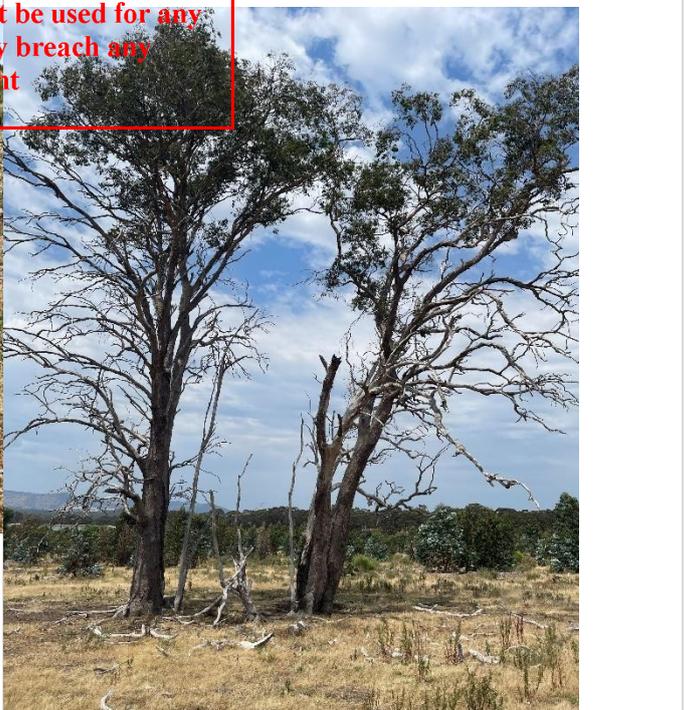


Plate 3 Cleared plantation area, with scattered native and introduced grasses and scattered native shrubs. Note scattered remnant tree in background

Plate 4 Scattered remnant trees surrounded by cleared plantation – note plantation regrowth in background



Plate 5 *Regrowth plantation with scattered native shrubs*



Plate 6 *Regrowth plantation with dense mulch, scattered native shrubs and grasses. Located southern section of site along drainage line*



Plate 7 *Dam located near head water of drainage line. Fringing vegetation consisting of sedges/rushes and grasses was recorded around much of the perimeter of the dam located near centre of study site (dam located outside development area)*



Plate 8 *Planted native trees along ephemeral drainage line south of dam near centre of study site*

3.3.1.2 Road reserve remnant vegetation

The site is bound by three roads - to the north by Back Mountain Road, west by Dead Horse Lane, and south by an extension of the unused road reserve along Tarcombe Road. The three road reserve contain high quality remnant Box Gum Woodland, aligning with Habitat Zones 1 and 4 (EVC 61). Two access routes using existing easements are proposed for the site via Back Mountain Road and via the Tarcombe road reserve. Both access points utilise existing unsealed tracks through the road reserves. There is approximately 0.179 ha of this habitat type within the development area (both road reserves) including up to 5 trees (none with hollows), .

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The roadside reserve vegetation for both roads consists of modified, mature Box Gum Woodland with a sparse to moderate midstorey of native shrubs and regenerating trees. Ground cover varied with road reserve of Back Mountain Road having a much higher species diversity and coverage of natives, whereas the majority of the Tarcombe reserve appeared managed (e.g., mown and/or grazed). A variety of hollows of different shapes and sizes (e.g., small < 10 cm diameter, medium 10-20 cm diameter and large > 20 cm diameter) were recorded in both road reserves, although the majority were recorded along Back Mountain Road.

Although narrow (e.g., 4 – 10 m wide from the road to the property boundary) such woodland corridors in road reserves have been identified as important habitat for native fauna such as the FFG-Act listed Brush-tailed Phascogale (*Phascogale tapoatafa tapoatafa*) and Squirrel Glider (*Petaurus norfolkensis*). Both species rely on mature woodlands with hollow-bearing trees which are necessary for diurnal shelter and nesting for breeding. The woodland corridors provide both species the opportunity to rest during the day, breed and disperse through the surrounding landscape. These woodlands also provide roosting, refuge and foraging habitat for the EPBC Act listed Blue-winged Parrot (*Neophema chrysostoma*), and also breeding habitat (e.g., hollows) for the FFG Act listed Turquoise Parrot (*Neophema pulchella*) and EPBC Act listed Brown Treecreeper (*Climacteris picumnus victoriae*).



Plate 9 Remnant Box Gum woodland located in Back Mountain Road roadside reserve (northern boundary of study site – near proposed access route). Red circle indicates location of hollow in opposite plate.



Plate 10 One of the many hollows located in the remnant Box Gum woodland of the Back Mountain Road reserve. This hollow is located in a Box tree near proposed access point.

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<p>Plate 11 <i>Remnant Box Gum woodland located in Back Mountain Road roadside reserve (northern boundary of study site – near proposed access route).</i></p>	<p>Plate 12 <i>One of the many hollows located in the remnant Box Gum woodland of the Back Mountain Road reserve. This hollow is located in a Box tree near proposed access point.</i></p>

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3.3.1.3 Other habitats

The area west of the powerline includes modified grassland with a mix of native and introduced grass species (including *Rytidosperma* spp., *Austrostipa* spp., and several exotic species such as *Anthoxanthum odoratum*, *Holcus lanatus*, and *Dactylis glomerata*) and regenerating native trees and shrubs. An ephemeral drainage line with three dams also intersects this area. This area is not within the proposed development area but is briefly discussed for its potential habitat values for threatened fauna species.

The grassland area includes groundcover flora species which can form suitable habitats for the EPBC Act listed Striped Legless Lizard (*Delma impar*) and Golden Sun Moth (*Synemon plana*). This part of the study site, unlike the area previously described was not part of the plantation area and appears much less disturbed, apart from some historical grazing by live stock. It appears that the site is largely undisturbed and has not undergone any form of obvious pasture improvement as is evident by the diversity and coverage of native grass species.

Habitat likely to support the Golden Sun Moth includes all areas which have, or once had, native grasslands (including derived grasslands) or grassy woodlands within the historical range of the species⁴. Given the floristic diversity and structure of the grassland area, this area may support habitat for the Golden Sun Moth.

Potential habitat for the Striped Legless Lizard includes all areas which have, or once had, native grasslands or grassy woodlands (including derived grasslands) across the historical range of the species, provided that area retains suitable tussock structure, the soil is of appropriate type and structure, and the site has not had major disturbance (e.g., blue gum plantation). Sites occupied by the Striped Legless Lizard have a grassy ground cover, often with a mixture of native and exotic perennial and annual species of tussock-forming grasses (often >20–50% cover)⁵.

⁴ Golden Sun Moth – SPRAT profile accessed 13 March 2023 http://www.environment.gov.au/cgi-bin/sprat/public/publicspecies.pl?taxon_id=25234

⁵ Striped Legless Lizard – SPRAT profile accessed 13 March 2023 http://www.environment.gov.au/cgi-bin/sprat/public/publicspecies.pl?taxon_id=1649#:~:text=The%20striped%20legless%20lizard%20has,grassy%20woodland%20and%20exotic%20pasture.

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The ephemeral drainage line lacks defined banks/bed or channel or areas for water to pool indicating that it carries water irregularly. Two of the three dams contain some fringing vegetation in the form of native rushes and sedges, which provide some habitat for common frogs and waterbirds. The dam located in the north-west corner of the site also contains fringing Eucalyptus trees and native shrubs, however, all three dams lacked aquatic or semi-aquatic vegetation.

	
<p>Plate 13 <i>Grassland area west of powerline (not within proposed development area)</i></p>	<p>Plate 14 <i>Grassland area with ephemeral drainage line. Note remnant roadside vegetation along Dead Horse Road in background</i></p>
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<p>Plate 15 <i>One of the three dams located along the ephemeral drainage line west of the powerline. All three dams were full at the time of the assessment (not within proposed development area)</i></p>	<p>Plate 16 <i>Grassland area with ephemeral drainage line (not within proposed development area)</i></p>

3.3.2 Species summary

In total, 293 fauna species are documented or predicted to occur within 10 km of the study site (VBA and PMST). These include 277 native species and 16 non-native species.

Of the 277 native species identified from the desktop review, 58 are listed as threatened and/or migratory under one or both of the EPBC Act and FFG Act (Appendix D).

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During the site visit, 90 fauna species were observed including 73 birds (70 native and three introduced), two frogs, three reptiles, eight mammals (five native and three introduced) and four invertebrates (Appendix B). All species with the exception of two invertebrates have been recorded on the VBA historically. The two invertebrate species are considered common and widespread.

Three fauna species of conservation significance were observed during the field assessment (see section 3.3.3):

- Blue-billed Duck (*Oxyura australis*) – vulnerable FFG Act
- Musk Duck (*Bizura lobata*) – vulnerable FFG Act
- Hardhead (*Aythya australis*) – vulnerable FFG Act

All three species were recorded within the pondage south of the study site, outside of the development area. The three species are all diving ducks and share similar habitat requirements including deep permanent wetlands, dams, lakes and slow-flowing rivers and are also known to occur in brackish wetlands and water storage ponds.

3.3.3 Fauna species of conservation significance

Fifty-eight species are identified from the desktop review as threatened under one or more of the EPBC Act and FFG Act. The likelihood of occurrence of identified species of conservation significance in the study site and adjacent road reserves was evaluated and is described in Appendix D.

The three duck species recorded within the pondage south of the study site were deemed unlikely to occur within the study site because of the absence of suitable habitat. Whilst it is possible that each species may occasionally occur within the study site because of its proximity to the preferred habitat but will not depend upon or regularly occur or utilise the habitats of the study site, particularly the development area.

There are 15 species that may occur and utilise the various habitats within the development area. Three additional species may utilise habitat within the development area. Table 6 provides a summary of those species deemed likely (possible to occur within the study site). No species of Migratory fauna are expected to utilise habitats within the study site frequently or regularly or in important or significant numbers.

Table 6 Summary of species likely to occur within study site

Common name	Scientific name	EPBC Act	FFG Act	VBA records	VBA last record	Likelihood of occurrence in study site / development area
Bearded Dragon	<i>Pogona barbata</i>		vu	1	2015	Possible – species may utilise remnant roadside vegetation, and nearby rows of woody debris.
Blue-winged Parrot	<i>Neophema chrysostoma</i>	VU				Possible - may forage in grasslands across site and utilise remnant roadside vegetation for roosting, however, unlikely to breed within study site.
Brush-tailed Phascogale	<i>Phascogale tapoatafa</i>		vu	10	2013	Possible – potential habitat restricted to remnant roadside vegetation. Species may forage and utilise hollows within Box Gum Woodland for diurnal refuge and breeding.
Brown Toadlet	<i>Pseudophryne bibronii</i>		en	14	2018	Possible - ephemeral drainage line and grassland area west of powerline (not in proposed development area). Unlikely to occur within development area given recent historical disturbance and lack of habitat.
Brown Treecreeper	<i>Climacteris picumnus victoriae</i>	VU		198	2021	Possible – potential habitat within the remnant roadside vegetation. Species may forage and utilise hollows within Box Gum Woodland for diurnal refuge and breeding and may occasionally forage within the regrowth plantation.

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Common name	Scientific name	EPBC Act	FFG Act	VBA records	VBA last record	Likelihood of occurrence in study site / development area
Diamond Firetail	<i>Stagonopleura guttata</i>	VU	vu	24	2019	Possible - may utilise habitats of regrowth plantation for foraging, breeding, and roosting and remnant roadside vegetation for moving through local area. Not recorded during site visit.
Gang-gang Cockatoo	<i>Callocephalon fimbriatum</i>	EN	en	7	2003	Possible – potential habitat restricted to roadside remnant vegetation, possible foraging, and roosting. Unlikely to breed within study site.
Golden Sun Moth	<i>Synemon plana</i>	VU	vu	2	2004	Possible - grassland area west of powerline (not in development footprint). Although the species may occur in the study site it is unlikely to be impacted given the potential habitat is located outside the development area.
Lace Monitor	<i>Varanus varius</i>		en	2	1995	Possible – potential habitat within remnant roadside vegetation, however, may utilise nearby rows of woody debris for foraging and refuge.
Little Eagle	<i>Hieraetus morphnoides</i>		vu	19	2020	Possible – occasional hunting visitor. Foraging habitat only, unlikely to breed within study site.
Speckled Warbler	<i>Pyrrholaemus sagittatus</i>		en	28	2021	Possible - may utilise habitats of regrowth plantation for foraging, breeding, and roosting and remnant roadside vegetation for moving through local area. Not recorded during site visit.
Square-tailed Kite	<i>Lophoictinia isura</i>		vu	15	2019	Possible - occasional hunting visitor. Foraging habitat only, unlikely to breed within study site.
Squirrel Glider	<i>Petaurus norfolcensis</i>		vu	8	2022	Possible – potential habitat restricted to remnant roadside vegetation. Species may forage and utilise hollows within Box Gum Woodland for diurnal refuge and breeding.
Superb Parrot	<i>Polytelis swainsonii</i>	VU	en			Possible – potential roosting, refuge habitat within remnant roadside vegetation. May forage in grasslands across site. Unlikely to breed within study site.
Swift Parrot	<i>Lathamus discolor</i>	CR	cr	12	2018	Possible – potential seasonal foraging habitat restricted to roadside remnant vegetation. Non-breeding seasonal migrant.
Striped Legless Lizard	<i>Delma impar</i>	VU	en	1	2003	Possible - grassland area west of powerline (not in development footprint). Although the species may occur in the study site (albeit low likelihood) it is unlikely to be impacted given the potential habitat is located outside the development area.
Turquoise Parrot	<i>Neophema pulchella</i>		vu	1	2018	Possible - may forage in grassland and utilise remnant roadside vegetation for roosting and breeding.
White-throated Needle-tail	<i>Hirundapus caudacutus</i>	VU	vu	8	2021	Possible - occasional visitor. Unlikely to breed within the study site.

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Table notes – Conservation status – EPBC Act and/or FFG Act: VU = vulnerable, EN = endangered CR = critically endangered.

3.4 Current wetlands

Any areas mapped by DEECA as a current wetland are classified as native vegetation regardless of the condition of the vegetation at the time of survey.

There are no DEECA current wetlands within the study site, and the nearest current wetland (wetland ID 60931) is located approximately 100 m east of the south-eastern corner of the study site and is not expected to be directly or indirectly impacted by the proposed works.

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4. Impacts on native vegetation and fauna habitat

4.1 Avoidance and minimisation

4.1.1 Avoidance measures

The Seymour site was selected for the proposed solar facility due to its land-use history as a plantation - native vegetation was limited to small patches of regrowth that emerged within the parcel after the plantation was decommissioned and trees were harvested. Impacts to remnant vegetation are therefore limited to the widening of access tracks and gates at road reserves at the northern and southern boundaries of the site. This site-level avoidance measure allowed GVW to avoid the impacts that may have occurred on parcels with greater native vegetation cover as a result of different historic usages.

Within the site, three potential layout options for the solar array were considered by GVW, and GHD ecologists provided advice on those options relating to the minimisation of impacts on native vegetation and fauna habitat. These included altering access routes to utilise existing gates, changing the routes of internal roads to avoid large remnant trees, and repositioning the solar array within the site to avoid impacting native vegetation and fauna habitat. As a result of these site-specific avoidance measures, a number of scattered native trees and an area of planted vegetation that provides habitat for native terrestrial fauna will be avoided completely. Roadside vegetation impacts were minimised by utilising existing gates, which only require minor widening to accommodate the larger vehicles used for the construction and operation of the facility.

4.1.2 Minimisation measures

The following measures should be implemented during the works to further avoid and minimise impacts on native vegetation:

- Restrict access tracks to the minimum required for vehicle and machinery needed for the works and operation of the solar facility
- Allocate parking areas and do not park vehicles or machinery on roadside vegetation outside of the allotted impact area
- Install No-Go fencing to delineate and protect areas of retained and surrounding native vegetation and fauna habitats

4.1.3 Controlling the spread of noxious weeds

Three noxious weeds were identified within the study site (see section 3.2.3), which has the potential to spread during the construction stage and may consequently impact native vegetation and fauna habitat. There is also the potential for new noxious weeds to be introduced to the study site during the works. To avoid such impacts, incorporate weed management strategies into the CEMP (see section 5.4) that will prevent the spread and introduction of noxious weeds and thus minimise impacts on ecological values. Under the *Catchment and Land Protection Act 1994* (CALP Act), concerted efforts must be taken to avoid spreading or introducing weeds into or out of the study site.

Prior to the works, it is recommended that a Construction Environmental Management Plan (CEMP) is developed and implemented for the project to further avoid and minimise impacts on ecological values. The CEMP should include provisions relevant to protecting the ecological values identified within the study site. Measures to avoid or minimise impacts on ecological values that are recommended for inclusion in the CEMP are listed below:

- Implement measures, such as temporary No-Go Zones, to protect native vegetation to be retained. No Go Zones should be clearly delineated so that construction workers are able to avoid any accidental damage to native vegetation during construction, beyond the approved project footprint.

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- Four noxious weeds were identified within the study site (see section 3.2.3), which has the potential to spread during the construction stage impacting native vegetation and fauna habitat. There is also the potential for new noxious weeds to be introduced to the study site during the works. To avoid such impacts the CEMP should include weed management strategies that will prevent the spread and introduction of noxious weeds and thus minimise impacts on ecological values. Under the CALP Act, concerted efforts must be taken to avoid spreading or introducing weeds into or out of the study site.
- Control of weeds prior, during, and post construction where appropriate. Works should be undertaken by an appropriately qualified person with the ability to accurately distinguish the relevant weed species from indigenous flora, in order to avoid impacting native species during control works.
- Wash-down and inspection of vehicles, machinery, and boots before entering/leaving working areas to avoid transporting viable plant materials or large clods of soil

4.2 Impacts on ecological values

Despite the aforementioned efforts to avoid and minimise impacts, the works will still impact some native vegetation and fauna habitats.

4.2.1 Impacts on native vegetation and fauna habitat

In total, 0.179 ha of native vegetation is expected to be impacted by the proposed works, which is comprised of EVC, EVC 61 Box Ironbark Forest. Offsets are calculated within the native vegetation removal report (NVR) based on the habitat hectare scores recorded at the site. Regrowing native vegetation in the patches of EVC 55 Plains Grassy Woodland and EVC 125 Plains Grassy Wetland is exempt from planning permit requirements as per the Regrowth exemption in the Guidelines (Exemption 2.24). This is discussed further in Section 5.2.

The proposed project would remove the following fauna habitats (see Figure 3):

- Cleared plantation area (without regrowth), consisting of predominately non-native vegetation and disturbed area (up to 10 ha) – low quality habitat
- Cleared plantation area with regrowth (up to 6 ha) including a peripheral drainage line. This area includes potential habitat for some threatened species (refer Table 5) including the EPBC Act listed Diamond Firetail.
- Remnant roadside vegetation (up to 0.179 ha including 5 trees (none with hollows)). This area includes potential habitat for some threatened species (refer Table 5) including the FFG Act listed Squirrel Glider, Brush-tailed Phascogale and EPBC Act listed Blue-winged Parrot and Turquoise Parrot.

Species specific impacts are further discussed in section 4.2.2.

4.2.2 Impacts on threatened flora and fauna species

4.2.2.1 Threatened and protected flora

No threatened flora species were observed within the study site during the field assessment. Due to the degraded nature of the site and highly modified surrounding agricultural landscape, it is considered unlikely that other threatened flora or fauna species were present and unobserved during the assessment.

Six (6) FFG Act protected flora species were observed during the field assessment (Appendix A). These three species are listed as 'restricted use'. An FFG permit is not required for incidental take of protected flora listed as restricted use (RU) as long as reasonable care is taken to not impact the taxon (Table 1).

4.2.2.2 Threatened fauna

There are 15 species that may occur and utilise the various habitats within the development area. For the majority of these species the impacts are unlikely to be substantial or require additional assessment because:

- The habitat is restricted to the remnant roadside vegetation and the area of impact is small (e.g., area of impact is restricted to 5 trees within 0.179 ha of EVC 61 Box Ironbark Forest within two road reserves) – for Squirrel Glider, Brush-tailed Phascogale, Brown Treecreeper, Gang-gang Cockatoo and Swift Parrot

- The habitat is highly modified (e.g., recently cleared blue gum plantation with some regrowth) and includes areas of derived habitat (e.g., native grasses regenerated after clearing of plantation). Furthermore, this habitat type is well represented in the broader study site with large areas being retained outside the development area. A number of species may use this habitat and the remnant roadside habitat including: Bearded Dragon, Blue-winged Parrot, Diamond Firetail, Lace Monitor, Little Eagle, Speckled Warbler, Square-tailed Kite, Superb Parrot and Turquoise Parrot.

The criteria for assessing significant impacts for listed threatened species are described in EPBC Act Policy Statement Significant Impact Guidelines 1.1 – Matters of National Environmental Significance (Department of the Environment (DotE 2013) were consulted for the following EPBC Act species: Blue-winged Parrot; Diamond Firetail and Superb Parrot as each species could potentially utilise habitat types within the development area. The proposed action is unlikely to have a significant impact on these species because:

- The proposed action is unlikely to lead to a long-term decrease in the size of any important population of each species within the development area or local area
- The proposed action is unlikely to reduce the area of occupancy for these vulnerable species within the development area or local area
- The proposed action is unlikely to fragment a population of each species within the development area into two or more populations
- The proposed action will not adversely affect habitat critical to the survival of these vulnerable species within the development area
- The proposed action is unlikely to disrupt the breeding cycle of an important population of each vulnerable species within the development area
- The proposed action is unlikely to modify, destroy, remove, isolate or decrease the availability or quality of habitat to the extent that each species within the development area or local area is likely to decline
- The proposed action is unlikely to Interfere with the recovery of each species

It is unlikely that any threatened FFG Act or EPBC Act listed fauna species would rely on or regularly utilise the habitats of the development area. The removal of this habitat is unlikely to comprise a substantial or important portion of habitat for any threatened FFG Act or EPBC Act listed fauna species. The proposed development will not remove or substantially modify any wildlife corridors that would create a barrier to the movement of any of the conservation significant fauna species discussed in this report.

The potential habitats for the Golden Sun Moth, Striped Legless Lizard and Brown Toadlet occur outside the development area and are therefore retained and will not be impacted as part of this proposal.

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5. Native vegetation removal guidelines

The *Guidelines for the removal, destruction, or lopping of native vegetation* (the Guidelines) were incorporated into the Victorian Planning Provisions and all planning schemes in Victoria in December 2017 (DELWP 2017).

5.1 Objective of the guidelines

The purpose of the Guidelines is to guide how impacts on biodiversity should be considered when assessing an application for a permit to remove, destroy, or lop native vegetation. The Guidelines set out the rules and tools for how the responsible authority (DEECA) should consider biodiversity when assessing an application.

When native vegetation removal is permitted, an offset must be secured that achieves a no net loss outcome for biodiversity. To achieve this, the offset needs to contribute to Victoria's biodiversity so that it is equivalent to the contribution made by the native vegetation that was removed. Therefore, the type and amount of offset required depends on the native vegetation being removed and the contribution it makes to Victoria's biodiversity.

An offset statement that explains that an offset has been identified (and how it will be secured) will need to be included in the permit application for the removal of native vegetation for this project.

5.2 Application of the Guidelines for this project: exemptions

Under certain circumstances, a permit is not required for the removal of native vegetation. The exemptions in Clause 52.17 provide for the removal of native vegetation for a range of activities, uses, and development without needing a planning permit. The regrowth exemption (Section 2.24 of the *Exemptions from requiring a planning permit to remove, destroy or lop native vegetation 2017*) allows for the removal of native vegetation that has naturally established or regenerated on land lawfully cleared of naturally established native vegetation, and is within the boundary of a timber production plantation as indicated on a Plantation Development Notice or other documented record, and has established after the plantation.

The Seymour site was previously used as a timber plantation for the purposes of treating wastewater until 2021, at which point the timber was cleared. Since then, regrowth vegetation has been observed across a large portion of the former plantation, described in HZ2 and HZ3 (Table 3).

GVW have provided documentation that supports this land-use history in the form of:

- a Forest Property Agreement, made between GVW and the East Victorian Plantation Forest Company in 2003, which grants the right to plant, benefit from irrigation, harvest, extract, and remove Forest Property on the land at the Seymour site discussed in this report (Appendix G)
- A Reuse Irrigated Private Plantations Project – Planting and Infrastructure Agreement, made between GVW and the Secretary to the Department of Sustainability and Environment for the Seymour plantation as well as another plantation established at the same time in Broadford (Appendix H)

The Forest Property Agreement covers the area within the fenced boundaries of the Seymour Site (Appendix G), and as a result, regrowth vegetation within this area does not need to be included in the planning permit application for the site. Regrowth vegetation in this context includes all of HZ2 and HZ3, both of which contain exclusively vegetation that has regenerated after the conclusion of timber harvesting practices at this site. Regrowth vegetation does not include the patches of remnant EVC 61 Box Ironbark Forest located along the roadsides to the north and south of the study site. A total of 10.5 ha of regrowth vegetation is proposed to be removed under the Regrowth exemption (DEWLP, 2017b).

As a result, only the impacts to HZ1 and HZ4 have been included in the calculations for the NVRR and resultant offsets discussed below.

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5.3 Assessment pathway

Applications to remove native vegetation are categorised into one of three assessment pathways with corresponding application requirements and decision guidelines. The assessment pathway for an application to remove native vegetation reflects its potential impact on biodiversity and is determined from the location and extent of the native vegetation to be removed (DELWP 2017a) [now DEECA].

The three assessment pathways recognised by DEECA are:

- *Basic*: limited impacts on biodiversity
- *Intermediate*: could impact on large trees, endangered EVCs, and sensitive wetlands and coastal areas
- *Detailed*: could impact on large trees, endangered EVCs, sensitive wetlands and coastal areas, and could significantly impact on habitat for rare or threatened species

The assessment pathway determines the information that is required to accompany an application to remove, lop, or destroy native vegetation. There are three location categories (Location 1, 2, and 3) that indicate the potential risk to biodiversity from removing a small amount of native vegetation and play a role in determining the assessment pathway. The higher category is used if the native vegetation proposed to be removed includes more than one location category. The process for determining the assessment pathway is demonstrated in Table 4. The project will follow the “intermediate assessment pathway” as the vegetation impact is <0.5 ha and the study site falls within a Location Category 2.

A *native vegetation removal report* (NVR) was generated by DEECA for the project on 18 March 2024 (Appendix E). The extent of impacts for the project calculated by DEECA included the clearance of 0.179 ha of native vegetation. The NVR confirmed the project would be assessed under the ‘intermediate’ assessment pathway as shown in Table 4, because the study site is within location 2 and < 0.5 ha of native vegetation is proposed to be removed.

Table 3 Risk matrix for determining the assessment pathway that an application to remove native vegetation will take

Extent of native vegetation	Location category	Location category	
		Location 2	Location 3
< 0.5 hectares (ha) and not including any large trees	Basic	Intermediate	Detailed
< 0.5 hectares (ha) and including one or more large trees	Intermediate	Intermediate	Detailed
0.5 hectares (ha) or more	Detailed	Detailed	Detailed

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5.4 Application requirements for a permit to remove native vegetation

The intermediate assessment pathway permit application will be assessed by DEECA under the Planning and Environment Act (1987).

5.4.1 Unavoidable losses of native vegetation

It has not been possible to avoid all impacts to native vegetation and the unavoidable impacts associated with the project would include removal of 0.179 ha of EVC 61 Box Ironbark Forest.

No EPBC Act or FFG Act threatened species will be impacted by the proposed works.

5.4.2 Offset requirements and availability

Due to the proposed impacts to native vegetation as a result of the works, offsets will need to be secured that meet specific criteria as outlined in the native vegetation removal report (NVR) in Appendix E. The NVR report states that the following general habitat unit offsets are required for the Project.

A total of 0.072 general habitat units (GHU) with a minimum strategic biodiversity value of 0.287, including five large canopy trees, must be secured from the Mitchell Shire Council area or the Goulburn Broken CMA. No species-specific offsets are required based on the NVR report.

An offset availability statement was generated using the GHU search tool (DEECA 2022c). As of the 19 March 2024, there were three registered offset sites that meet the offset requirements for this project (Appendix F).

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6. Environmental policy and legislative implications

Table 7 below provides information with regard to specific biodiversity legislation and policy that is relevant to the project. The information below is based upon GHD's understanding of the legislation and policy, and GHD's experience with project implementation in line with this legislation and policy.

Within the study site, impacts on vegetation will be confined to the regrowth vegetation within the property (avoiding remnant scattered trees) and small sections of native vegetation in the road reserve. In the road reserves where works will be required to enable access to the site, works will have the potential to impact on native vegetation and fauna habitat.

Table 7 Potential legislative implications and requirements for the project

Legislation / Policy	Relevance to project	Outcomes
Federal		
<i>Environment Protection and Biodiversity Conservation Act 1999</i>	<p>No EPBC listed flora or fauna species or communities are present within the study site or the road reserves.</p> <p>Up to seven fauna species (refer Sections 3.3.3 and 4.2.1) may utilise habitats within the development area.</p> <p>It is considered unlikely that EPBC listed flora within the study site or road reserves, owing to past disturbance, low quality of native vegetation and habitat, high weed cover and fragmentation of habitat areas.</p> <p>It is unlikely that any EPBC Act listed fauna species would rely on or regularly utilise the habitats of the development area. The removal of this habitat is unlikely to comprise a substantial or important portion of habitat for any EPBC Act listed fauna species. The proposed development will not remove or substantially modify any wildlife corridors that would create a barrier to the movement of any of the conservation significant fauna species discussed in this report.</p> <p>No Ramsar wetlands are expected to be impacted by the proposed works.</p> <p>No species of Migratory fauna are expected to use habitats within the study site frequently or regularly or in important or significant numbers.</p>	<p>It is highly unlikely that significant impacts under the EPBC Act would occur as a result of this project. A referral under the EPBC Act is not required for threatened flora and fauna species, migratory species or ecological communities listed under the EPBC Act.</p> <div style="border: 2px solid red; padding: 10px; text-align: center; margin-top: 20px;"> <p>This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright</p> </div>
State		
<i>Environment Effects Act 1978 (EE Act)</i>	<p>No flora or fauna species listed as threatened under the FFG Act were present within the study site that need to be considered under the EE Act.</p>	<p>Based on the current footprint and expected or potential impacts on native vegetation and threatened species, the project is not considered to require a referral under the EE Act for effects on flora and fauna values.</p> <p>It should be noted that the EE Act also includes social, economic, and environmental criteria, which are not considered in this report.</p>

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Legislation / Policy	Relevance to project	Outcomes
<i>Planning and Environment Act 1987 (P&E Act)</i>	<p>The <i>Planning and Environment Act</i> is addressed through Clause 52.17 of the Victorian Planning Provisions (VPP), which stipulates that a permit is required for the removal of native vegetation.</p> <p>The regrowth exemption found in Clause 42.01-3 of the Mitchell planning scheme states that an exemption is not required for regrowth within the boundary of a registered timber production plantation.</p>	<p>Based on the proposed works footprint, regrowing native vegetation within the property boundaries will be impacted by the works, but a permit will not be required as per the regrowth exemption.</p> <p>However, there is native vegetation within the road reserves outside the boundaries of the registered timber plantation where large-vehicle access is likely to be required. If native vegetation in these areas is to be impacted by works, then a planning permit will be required pursuant to Clause 52.17.</p>
<i>Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017) – the Guidelines.</i>	<p>The location mapping for the study site identifies that the study site is classified as Location 2.</p> <p>The project would follow the intermediate assessment pathway when being assessed under the Guidelines, if native vegetation is proposed to be removed.</p>	<p>If a planning permit is required, it would be assessed under the intermediate assessment pathway.</p> <p>Offsets would be required and need to be secured from the Mitchell Shire LGA or the Goulburn Broken CMA.</p>
<i>Flora and Fauna Guarantee Act 1988 (FFG Act)</i>	<p>No FFG-Act listed threatened flora species or communities are likely to be present within the study site or in the adjacent road reserves.</p> <p>6 FFG-Act ‘restricted use’ protected flora species were observed during the field assessment.</p> <p>Up to 15 fauna species listed under the FFG Act (refer Sections 3.3.3 and 4.2.1) may utilise habitats within the development area.</p> <p>It is unlikely that any threatened FFG Act listed fauna species would rely on or regularly utilise the habitats of the development area. The removal of this habitat is unlikely to comprise a substantial or important portion of habitat for any threatened FFG Act listed fauna species. The proposed development will not remove or substantially modify any wildlife corridors that would create a barrier to the movement of any of the conservation significant fauna species discussed in this report.</p>	<p>Mitigation measures should be implemented to avoid and minimise the impacts of the project, including protecting native vegetation not proposed to be impacted and preventing Potentially Threatening Processes, e.g., spread of weeds.</p> <p>An FFG permit will not be required for removal of the restricted use protected flora species.</p>
<i>Wildlife Act 1975</i>	<p>A Management Authorisation under the Act is required when native fauna need to be relocated during works (e.g., if fauna need to be removed from trenches that are left open or from hollow-bearing trees or limbs to be removed).</p>	<p>Based on the fauna expected to be present at the site and the expected construction techniques, a Management Authorisation is likely to be required to assist fauna that may occupy fauna habitat within the site.</p>
<i>Catchment and Land Protection Act 1994 (CALP Act)</i>	<p>Four noxious weeds listed under the CaLP Act were observed within the study site.</p> <p>Mitigation measures to prevent the introduction and spread of CaLP Act listed weed species (and any weed species) must be incorporated into the CEMP.</p>	<p>Under this Act, concerted efforts must be taken to avoid spreading or introducing weeds into or out of the study site.</p>

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7. Recommendations and conclusions

The proposed development area includes a former Blue Gum plantation and contains areas of both intact and modified native vegetation. As part of the project, vegetation and habitat were assessed in areas with the potential to be impacted by the proposed works. Native vegetation comprised four habitat zones (distributed among several patches) which are comprised of EVC 55 Plains Grassy Woodland, EVC 61 Box Ironbark Forest, and EVC 125 Plains Grassy Wetland. Vegetation in EVC 55 Plains Grassy Woodland (HZ2) and EVC 125 Plains Grassy Wetland (HZ3) is comprised of regrowth vegetation that has established after the harvesting of plantation timber.

Despite efforts undertaken to avoid and minimise impacts to native vegetation during the project and to utilise the existing access points, the required construction works will impact 0.179 ha of native vegetation (EVC 61 Box Ironbark Forest). Vegetation impacts within the property boundaries are exempt from planning permit requirements, as per the Regrowth exemption for regenerated vegetation within the boundaries of a registered timber plantation.

The proposed development would involve the removal of fauna habitat including 0.179 ha from two road reserves and up to 10.5 ha of former blue gum plantation. It is unlikely that any threatened FFG Act or EPBC Act listed fauna species would rely on or regularly utilise the habitats of the study site. The removal of this habitat is unlikely to comprise a substantial or important portion of habitat for any threatened or migratory FFG Act or EPBC Act listed fauna species.

The following next steps are recommended for this project:

- Apply for a planning permit to remove 0.179 ha of native vegetation from DEECA under the *Planning and Environment Act 1987*.
- If a planning permit is granted, then obtain offsets for the project **prior** to the commencement of any construction works. A total of 0.072 general habitat units (GHU) are triggered for this project with a minimum strategic biodiversity value score of 0.287. These offsets must be sourced from within the Mitchell Shire LGA or the Goulburn Broken CMA.
- An additional 10.5 ha of regrowth vegetation is proposed to be removed under the regrowth exemption for vegetation that has naturally established within the bounds of a timber production plantation (DEECA, 2017)
- Prior to the works, it is recommended that a Construction Environmental Management Plan (CEMP) is developed and implemented for the project to further avoid and minimise impacts to ecological values. The CEMP should include provisions relevant to protecting the ecological values identified within the study site, including:
 - Implement measures, such as temporary No-Go Zones, to protect native vegetation to be retained. No Go Zones should be clearly delineated so that construction workers are able to avoid any accidental damage to native vegetation during construction, beyond the approved project footprint. Of particular importance is to delineate the grassland area west of the powerline and ensure this area is clearly marked as a no-go zone and not subject to any form of construction activities. This will avoid the need to undertake any further assessment for threatened species that may occur in this area that is currently not within the development footprint.
 - Incorporate weed, disease, and pest control measures to prevent the spread of existing and/or the introduction of new weeds, diseases, or pests to the study site
- Wash-down and inspection of vehicles, machinery, and boots before entering/leaving working areas to avoid transporting viable plant materials or large clods of soil
- Prior to construction, obtain a Management Authorisation under the *Wildlife Act 1975* to carry out fauna-related mitigation measures if removing any hollow-bearing trees or limbs containing hollows identified in the Construction Environmental Management Plan, including salvage, capture, handling, relocation, as required

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8. References

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Appendices

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Appendix A

List of flora species recorded in the site assessment

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Key:

- VU = Vulnerable (EPBC)
- EN = Endangered (EPBC)
- CR = Critically Endangered (EPBC)
- vu = Vulnerable (FFG)
- en = Endangered (FFG)
- cr = Critically Endangered (FFG)
- RU = FFG-Act 'Restricted Use' Protected flora
- * = Introduced species
- # = non-indigenous species
- WoNS = Weed of National Significance
- R = Regionally Restricted (CALP)
- C = Regionally Controlled (CALP)

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Table A.1 Flora species recorded in the site assessment

Scientific name	Common name	Status
Indigenous flora		
<i>Acacia acinacea</i> s.l.	Gold-dust Wattle	RU
<i>Acacia mearnsii</i>	Black Wattle	RU
<i>Acacia paradoxa</i>	Hedge Wattle	RU
<i>Acacia pycnantha</i>	Golden Wattle	RU
<i>Acacia verniciflua</i> s.l.	Varnish Wattle	RU
<i>Acaena echinata</i>	Sheep's Burr	
<i>Acrotriche serrulata</i>	Honey-pots	
<i>Alternanthera denticulata</i> s.l.	Lesser Joyweed	
<i>Asperula conferta</i>	Common Woodruff	
<i>Atriplex semibaccata</i>	Berry Saltbush	
<i>Austrostipa</i> spp.	Spear Grass	
<i>Bursaria spinosa</i> subsp. <i>spinosa</i>	Sweet Bursaria	
<i>Carex</i> spp.	Sedge	
<i>Cassinia aculeata</i> subsp. <i>aculeata</i>	Common Cassinia	
<i>Cassinia sifton</i> ⁶	Sifton Bush	
<i>Dianella revoluta</i> s.l.	Black-anther Flax-lily	
<i>Einadia nutans</i>	Nodding Saltbush	
<i>Enchylaena tomentosa</i> var. <i>tomentosa</i>	Ruby Saltbush	
<i>Eucalyptus leucoxylon</i> subsp. <i>pruinosa</i>	Waxy Yellow-gum	
<i>Eucalyptus microcarpa</i>	Grey Box	
<i>Eucalyptus polyanthemos</i>	Red Box	
<i>Geranium</i> spp.	Crane's Bill	
<i>Juncus pallidus</i>	Pale Rush	

⁶ *Cassinia sifton* is considered native at this study site as it is found within a Box-Ironbark Forest EVC in the Central Victorian Uplands (DELWP 2022)

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Scientific name	Common name	Status
<i>Juncus</i> spp.	Rush	
<i>Juncus subsecundus</i>	Finger Rush	
<i>Laphangium luteoalbum</i>	Jersey Cudweed	
<i>Lomandra filiformis</i> subsp. <i>filiformis</i>	Wattle Mat-rush	
<i>Lythrum hyssopifolia</i>	Small Loosestrife	
<i>Rumex brownii</i>	Slender Dock	
<i>Rytidosperma caespitosum</i>	Common Wallaby-grass	
<i>Rytidosperma duttonianum</i>	Brown-back Wallaby-grass	
<i>Rytidosperma</i> spp.	Wallaby Grass	
<i>Senecio quadridentatus</i>	Cotton Fireweed	
<i>Wahlenbergia</i> spp.	Bluebell	
<i>Xerochrysum viscosum</i>	Shiny Everlasting	RU
Non-indigenous flora		
<i>Cynodon dactylon</i> var. <i>dactylon</i>	Couch	#
<i>Eucalyptus globulus</i> subsp. <i>globulus</i>	Southern Blue-gum	#
<i>Eucalyptus leucoxylon</i>	Yellow Gum	#
Introduced flora		
<i>Acetosella vulgaris</i>	Sheep Sorrel	*
<i>Agapanthus</i> sp.	Agapanthus	*
<i>Agrostis capillaris</i>	Brown-top Bent	*
<i>Anthoxanthum odoratum</i>	Sweet Vernal-grass	*
<i>Arctotheca calendula</i>	Cane Weed	*
<i>Avena fatua</i>	Wild Oat	*
<i>Briza maxima</i>	Large Quaking-grass	*
<i>Centaureum erythraea</i>	Common Centaury	*
<i>Cerastium glomeratum</i> s.l.	Common Mouse-ear Chickweed	*
<i>Cirsium vulgare</i>	Spear Thistle	* R
<i>Dactylis glomerata</i>	Cocksfoot	*
<i>Ehrharta erecta</i>	Panic Veldt-grass	*
<i>Ehrharta longiflora</i>	Annual Veldt-grass	*
<i>Erigeron bonariensis</i>	Flaxleaf Fleabane	*
<i>Erodium botrys</i>	Big Heron's-bill	*
<i>Fumaria</i> spp.	Fumitory	*
<i>Galium aparine</i>	Cleavers	*
<i>Holcus lanatus</i>	Yorkshire Fog	*
<i>Hypericum perforatum</i> subsp. <i>veronense</i>	St John's Wort	* R
<i>Hypochaeris radicata</i>	Flatweed	*
<i>Lactuca serriola</i>	Prickly Lettuce	*
<i>Leontodon saxatilis</i> subsp. <i>saxatilis</i>	Hairy Hawkbit	*
<i>Medicago sativa</i> subsp. <i>sativa</i>	Lucerne	*
<i>Oxalis pes-caprae</i>	Soursob	*

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Scientific name	Common name	Status
<i>Phalaris aquatica</i>	Toowoomba Canary-grass	*
<i>Plantago lanceolata</i>	Ribwort	*
<i>Rosa rubiginosa</i>	Sweet Briar	* R
<i>Rubus anglocandicans</i>	Common Blackberry	* C, WoNS
<i>Rumex crispus</i>	Curled Dock	*
<i>Solanum nigrum</i> s.l.	Black Nightshade	*
<i>Sonchus asper</i> s.l.	Rough Sow-thistle	*
<i>Trifolium</i> spp.	Clover	*
<i>Vulpia</i> spp.	Fescue	*

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Appendix B

List of fauna species recorded in the site
assessment

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Table B.1 List of fauna species recorded during GHD site assessment

Common name	Scientific name	Conservation status	Type of observation
Birds			
Australasian Grebe	<i>Tachybaptus novaehollandiae</i>		o
Australian Hobby	<i>Falco longipennis</i>		o
Australian Magpie	<i>Gymnorhina tibicen</i>		o
Australian Raven	<i>Corvus coronoides</i>		o
Australian Shelduck	<i>Tadorna tadornoides</i>		osp
Australian White Ibis	<i>Threskiornis molucca</i>		o, osp
Australian Wood Duck	<i>Chenonetta jubata</i>		o
Black Swan	<i>Cygnus atratus</i>		o
Black-faced Cuckoo-shrike	<i>Coracina novaehollandiae</i>		o
Black-shouldered Kite	<i>Elanus axillaris</i>		o
Blue-billed Duck	<i>Oxyura australis</i>	vu	osp
Brown Falcon	<i>Falco berigora</i>		o
Brown Thornbill	<i>Acanthiza pusilla</i>		o
Brown-headed Honeyeater	<i>Melithreptus brevirostris</i>		o
Buff-rumped Thornbill	<i>Acanthiza reguloides</i>		o
Chestnut Teal	<i>Anas castanea</i>		osp
Common Bronzewing	<i>Phaps chalcoptera</i>		o
Common Myna	<i>Acridotheres tristis</i>	*	o
Common Starling	<i>Sturnus vulgaris</i>		o
Crested Pigeon	<i>Ocyphaps lophotes</i>		o
Crimson Rosella	<i>Platycercus elegans</i>		o
Dusky Moorhen	<i>Gallinula tenebrosa</i>		o
Eastern Rosella	<i>Platycercus eximius</i>		o
Eastern Spinebill	<i>Acanthorhynchus tenuirostris</i>		o
Eastern Yellow Robin	<i>Eopsaltria australis</i>		o
Eurasian Coot	<i>Fulica atra</i>		osp
Fan-tailed Cuckoo	<i>Cacomantis flabelliformis</i>		o
Galah	<i>Eolophus roseicapilla</i>		o
Great Cormorant	<i>Phalacrocorax carbo</i>		osp
Grey Fantail	<i>Rhipidura albiscapa</i>		o
Grey Shrike-thrush	<i>Colluricincla harmonica</i>		osp
Grey Teal	<i>Anas gracilis</i>		osp
Hardhead	<i>Aythya australis</i>	vu	osp
Hoary-headed Grebe	<i>Poliiocephalus poliocephalus</i>		osp
House Sparrow	<i>Passer domesticus</i>	*	o
Laughing Kookaburra	<i>Dacelo novaeguineae</i>		o
Little Corella	<i>Cacatua sanguinea</i>		o
Little Raven	<i>Corvus mellori</i>		o

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Common name	Scientific name	Conservation status	Type of observation
Long-billed Corella	<i>Cacatua tenuirostris</i>		o
Magpie-lark	<i>Grallina cyanoleuca</i>		o
Masked Lapwing	<i>Vanellus miles</i>		o
Musk Duck	<i>Biziura lobata</i>	vu	osp
Nankeen Kestrel	<i>Falco cenchroides</i>		o
New Holland Honeyeater	<i>Phylidonyris novaehollandiae</i>		o
Noisy Miner	<i>Manorina melanocephala</i>		o
Pacific Black Duck	<i>Anas superciliosa</i>		osp
Peaceful Dove	<i>Geopelia placida</i>		o
Pied Butcherbird	<i>Cracticus nigrogularis</i>		o
Pied Cormorant	<i>Phalacrocorax varius</i>		osp
Pied Currawong	<i>Strepera graculina</i>		o
Red Wattlebird	<i>Anthochaera carunculata</i>		o
Red-rumped Parrot	<i>Psephotus haematonotus</i>		o
Rufous Songlark	<i>Cincloramphus mathewsi</i>		o
Rufous Whistler	<i>Pachycephala rufiventris</i>		o
Silvereye	<i>Zosterops lateralis</i>		o
Spotted Pardalote	<i>Pardalotus punctatus</i>		o
Striated Pardalote	<i>Pardalotus striatus</i>		o
Striated Thornbill	<i>Acanthiza lineata</i>		o
Stubble Quail	<i>Coturnix pectoralis</i>		o
Superb Fairy-wren	<i>Malurus cyaneus</i>		o
Swamp Harrier	<i>Circus approximans</i>		o
Wedge-tailed Eagle	<i>Aquila audax</i>		os
Weebill	<i>Smicromnis brevirostris</i>		o
Welcome Swallow	<i>Hirundo neoxena</i>		o
White-browed Scrubwren	<i>Sericornis frontalis</i>		o
White-eared Honeyeater	<i>Nesoptilotis leucotis</i>		o
White-faced Heron	<i>Egretta novaehollandiae</i>		o
White-necked Heron	<i>Ardea pacifica</i>		osp
White-plumed Honeyeater	<i>Ptilotula penicillata</i>		o
White-throated Treecreeper	<i>Cormobates leucophaea</i>		o
White-winged Chough	<i>Corcorax melanorhamphos</i>		o
Willie Wagtail	<i>Rhipidura leucophrys</i>		o
Yellow-rumped Thornbill	<i>Acanthiza chrysorrhoa</i>		o
Frogs			
Common Froglet	<i>Crinia signifera</i>		ho
Southern Bullfrog (ssp. unknown)	<i>Limnodynastes dumerilii</i>		ho
Mammals			
Black-tailed Wallaby	<i>Wallabia bicolor</i>		o

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Common name	Scientific name	Conservation status	Type of observation
Common Brush-tailed Possum	<i>Trichosurus vulpecula</i>		s
Common Wombat	<i>Vombatus ursinus</i>		s, burrow
Eastern Grey Kangaroo	<i>Macropus giganteus</i>		o
European Brown Hare	<i>Lepus europaeus</i>	*	o
European Rabbit	<i>Oryctolagus cuniculus</i>	*	o
Red Fox	<i>Vulpes vulpes</i>	*	o
Short-beaked Echidna	<i>Tachyglossus aculeatus</i>		o
Reptiles			
Bougainville's Skink	<i>Lerista bougainvillii</i>		o
Eastern Brown Snake	<i>Pseudonaja textilis</i>		o
Garden Skink	<i>Lampropholis guichenoti</i>		o
Invertebrates			
Common Brown Butterfly	<i>Heteronympha merope</i>		o
Common Yabby	<i>Cherax destructor</i>		o
Geometer Moth or Golden Grass Carpet Moth	<i>Anachloris subochraria</i>		o
Owlet Moth or Willow-herb Day-Moth	<i>Phalaenoides tristifica</i>		o

Type of observation: o = recorded within study site during survey, os = recorded offsite nearby study site during survey, osp = recorded offsite on adjacent pondage south of site, ho = heard only onsite, s = scat

Conservation status – vu = species listed as vulnerable under the FFG Act or * = introduced species

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Appendix C

Likelihood of occurrence – threatened flora

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Key to table:

EPBC: Environment Protection and Biodiversity Conservation Act

VU Vulnerable

EN Endangered

CR Critically Endangered

FFG: Flora and Fauna Guarantee Act

vu Listed as Vulnerable

en Listed as Endangered

cr Listed as Critically Endangered

: Non-indigenous native species outside its natural range

Source:

VBA Victorian Biodiversity Atlas

PMST Protected Matters Search Tool

Likelihood of occurrence:

Not all threatened species identified during this assessment are equally likely to occur in the project site, due to the geographic location or context of the site, or the habitat type and condition. For each species, the likelihood of occurrence was evaluated using the following rationale:

PRESENT – Species known to occur within the study site or detected during the site visit.

POSSIBLE – Potentially suitable habitat occurs within study site and species' known range encompasses the study site. Species recorded historically within the study area (but not the actual study site, and not identified during field surveys), generally within the last 30 years.

UNLIKELY – Species' known range encompasses the study site, but suitable habitat is not present or is not likely to be present. Species may or may not have been recorded historically within the study area but generally not within the last 30 years, and not within the actual study site.

HIGHLY UNLIKELY – No historical records of the species within 10 km of the study site and/or no suitable habitat within the study site.

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Table C.1 Likelihood of occurrence – threatened flora

Scientific name	Common name	EPBC	FFG	Last Record	Source	Habitat	Likelihood of occurrence
<i>Acacia flexifolia</i>	Bent-leaf Wattle		en	2021	VBA	Extending into north-central Victoria where it grows on shallow soil in open-forest on mallee scrub (Walsh & Entwisle 1996).	Unlikely , study site contains potentially suitable habitat but no unidentified <i>Acacia</i> were observed in the field assessment.
<i>Amphibromus fluitans</i>	River Swamp Wallaby-grass, Floating Swamp Wallaby-grass	VU			PMST	Grows mostly in permanent swamps and lagoons, billabongs, dams and roadside ditches. The species requires moderately fertile soils with some bare ground; conditions that are caused by seasonally-fluctuating water levels.	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Brachyscome muelleroides</i>	Mueller Daisy	VU	en		PMST	Extremely rare, in Victoria confined to floodplains of the Murray River and its tributaries, from Tocumwal east to the Owens River.	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Caladenia versicolor</i>	Candy Spider-orchid	VU	en		PMST	Restricted to the western part of the Midlands region in the vicinity of Stawell, in woodland on winter-wet sandy loam (Stajsic, 2018).	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Calotis cuneifolia</i>	Blue Burr-daisy		en	1902	VBA	Scattered along the Murray River and its floodplain downstream from near Barmah, with occurrences away from the river at Kamarooka and Chiltern. Occurs chiefly on alluvial loam or clay soils, often associated with <i>Eucalyptus camaldulensis</i> . Flowers Aug.-Feb. (Walsh & Entwisle 1996).	Unlikely , previous record of this species is over 100 years old and suitable habitat is not present within the study site
<i>Dianella amoena</i>	Matted Flax-lily	E	cr		PMST	Grasslands and grassy woodlands (Walsh & Entwisle 1994).	Unlikely , Suitable habitat occurs within the study site, however, this species has never been recorded within 10 km of the study site.

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Scientific name	Common name	EPBC	FFG	Last Record	Source	Habitat	Likelihood of occurrence
<i>Dianella tarda</i>	Late-flower Flax-lily		cr	2022	VBA	Open, often grassy forests of foothills and plains of north-eastern and north-central Victoria (e.g., Mansfield, Euroa, Chiltern, Nagambie, Nathalia areas). Often on lower slopes or near gullies and watercourses, usually on clay or clay-loam soils (Walsh, 2017).	Possible , previous records are relatively recent or just two years old and records are within 10km of the study site. Some patches of suitable habitat are present in the study site, but all are outside of the proposed works footprint.
<i>Dodonaea procumbens</i>	Trailing Hop-bush	VU			PMST	Largely confined in Victoria to the south-west, with disjunct occurrences near Castlemaine, Skipton. Grows in low-lying often winter wet areas in woodland, low open-forest and grasslands on sands and clays (Walsh & Entwisle 1996).	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Grevillea repens</i>	Creeping Grevillea		en	1858	VBA	Endemic in Victoria. Rare, with disjunct occurrences in mountains north-east and north-west of Melbourne. Grows in moist to well-drained situations, in shallow clayey soils in dry sclerophyll forests (Walsh & Entwisle 1996).	Unlikely , previous records of this species is over 100 years old and suitable habitat is not present within the study site.
<i>Lepidium monoplocoides</i>	Winged Pepper-cress	E	en		PMST	Uncommon in north western quarter of state, mostly on heavy soils near lakes and watercourses. Flowers mostly spring-summer (Walsh & Entwisle 1996).	Unlikely , suitable habitat is unlikely to occur at the study site, and this species has never been recorded within 10 km of the study site.
<i>Lomandra micrantha</i> subsp. <i>tuberculata</i>	Small-flower Mat-rush		vu	1902	VBA	Occurs in sandy soils of heathlands and heathy woodlands chiefly in and around the Grampians, but with outlying occurrences near Portland and Seymour.	Unlikely , previous record of this species is over 100 years old and suitable habitat is not present within the study site
<i>Glycine latrobeana</i>	Clover Glycine, Purple Clover	VU	vu		PMST	Widespread but of sporadic occurrence and rarely encountered. Grows mainly in grasslands and grassy woodlands. (Walsh and Entwisle 1996).	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.

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Scientific name	Common name	EPBC	FFG	Last Record	Source	Habitat	Likelihood of occurrence
<i>Myoporum montanum</i>	Waterbush		en	1936	VBA. PMST	Scattered across northern Victoria where uncommon to rather rare; mostly in mallee and riparian woodland communities but also in rocky gorges (Walsh & Entwisle 1999). Flowers mainly Jun-Nov.	Unlikely , previous records of this species is over 80 years old and suitable habitat is not present within the study site
<i>Myriophyllum porcatum</i>	Ridged Water-milfoil	VU	cr		PMST	Rare and restricted to northern and north-western Victoria where it has been recorded growing in temporary waterholes, lagoons, farm dams and rock holes, and on clay pans (Stajsic, 2017).	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Pimelea spinescens</i> subsp. <i>spinescens</i>	Plains Rice-flower, Spiny Rice-flower, Prickly Pimelea	CE	cr		PMST	Grows in grassland or open shrubland on basalt-derived soils west of Melbourne. (Walsh and Entwisle 1999).	Unlikely , Suitable habitat occurs within the study site, however, this species has never been recorded within 10 km of the study site.
<i>Prasophyllum validum</i>	Sturdy Leek-orchid, Mount Remarkable Leek-orchid	VU			PMST	The Sturdy Leek-orchid <i>Prasophyllum validum</i> is a tall, slender, deciduous terrestrial orchid endemic to south-eastern Australia, where it occurs in Victoria and South Australia. Little is known of the ecology or biology of the species, although it seems to prefer relatively dry woodland habitats. Currently 18 populations containing about 3,200 plants are known. There is no information on previous distribution or abundance, although substantial areas of woodland habitats have been cleared. ⁷	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Pterostylis chlorogramma</i>	Green-striped Greenhood	VU	en		PMST	Occurs across southern Victoria, growing in heathy Woodland. Recorded for few locations, but probably more widespread than current records suggest (Jeanes and Backhouse 2006).	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.

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⁷ <https://www.dcceew.gov.au/environment/biodiversity/threatened/recovery-plans/national-recovery-plan-sturdy-leek-orchid-prasophyllum-validum>
GHD | Goulburn Valley Water | 12579414 | Goulburn Valley Water Solar farm - Seymour

Scientific name	Common name	EPBC	FFG	Last Record	Source	Habitat	Likelihood of occurrence
<i>Senecio macrocarpus</i>	Large-headed Fireweed	VU	cr	1770	VBA	Largely confined to Themeda grasslands on loamy clay soils derived from basalt near Melbourne, west to Skipton area. Also known from auriferous ground near Stawell. (Walsh and Entwisle 1999).	Unlikely , previous records of this species is over 100 years old and suitable habitat is not present within the study site
<i>Swainsona murrayana</i>	Slender Darling-pea, Slender Swainson, Murray Swainson-pea	VU	en		PMST	Found in grassland, hermland and open Black-box woodland, often in depressions. Usually found in seasonally inundated flats and around lakes.	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.
<i>Xerochrysum palustre</i>	Swamp Everlasting, Swamp Paper Daisy	VU			PMST	Occurs in lowland swamps, usually on black cracking clay soils. (Walsh and Entwisle 1999).	Unlikely , suitable habitat is unlikely to occur at the study site and this species has never been recorded within 10 km of the study site.

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Appendix D

Likelihood of occurrence – threatened
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Key to Table:

EPBC Act Codes: VU (Vulnerable), EN (Endangered), CR (Critically Endangered)

FFG Act Codes: vu (Vulnerable in Victoria), en (Endangered in Victoria), cr (Critically Endangered in Victoria), thr (threatened in Victoria)

Source

VBA Victorian Biodiversity Atlas
 PMST Protected Matters Search Tool
 VBA recs: Number of records within 10 km of the study site
 VBA last: Year of last record within 10 km of the study site

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Likelihood of occurrence:

PRESENT – Species known to occur within the site or detected during the site visit.

POSSIBLE – Potentially suitable habitat occurs within study site and species' known range encompasses the study site. Species recorded historically within 10 km of the study site, and generally within the last 30 years

UNLIKELY – Species' known range encompasses the study site, but suitable habitat does not occur within study site, or occurs within study site but with generally low quality and quantity.

HIGHLY UNLIKELY – No historical records of the species within 10 km of the study site and/or no suitable habitat within the study site.

Table D.1 Likelihood of occurrence – threatened fauna

Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Australasian Bittern	<i>Botaurus poiciloptilus</i>	EN	cr			PMST	Wetlands with tall, dense vegetation in permanent freshwater habitats, particularly when dominated by sedges, rushes and reeds. Also uses rice paddocks in north.	Highly Unlikely
Australasian Shoveler	<i>Spatula rhynchotis</i>		vu	21	2018	VBA	Filter-feeding duck. Well vegetated larger wetlands, dams and lakes.	Unlikely
Australian Painted Snipe	<i>Rostratula australis</i>	EN	cr			PMST	Generally in shallow, terrestrial freshwater wetlands with rank, emergent tussocks of grass, sedges and rushes. Occurs in well vegetated lakes, swamps, inundated pasture, saltmarsh and dams. Fresh to saline water. May use riverine forest.	Unlikely

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Barking Owl	<i>Ninox connivens</i>		cr	3	2020	VBA	Open woodlands and the edges of forests, often adjacent to farmland. Usually found in habitats dominated by eucalyptus, particularly red gum. Prefers woodlands and forests with a high density of large trees and particularly sites with hollows. Roost sites often near waterways or wetlands.	Unlikely
Bearded Dragon	<i>Pogona barbata</i>		vu	1	2015	VBA	Grassy woodlands and open dry sclerophyll forest.	Possible - remnant roadside vegetation
Blue-billed Duck	<i>Oxyura australis</i>		vu	7	2018	VBA	Diving duck. Deep open water in wetlands, dams, lakes and slow-flowing rivers.	Unlikely to occur within study site. Recorded during survey within pondage south of study site
Blue-winged Parrot	<i>Neophema chrysostoma</i>	VU				PMST	Inhabits a range of habitats from coastal, sub-coastal and inland areas, through to semi-arid zones. Tends to favour grasslands and grassy woodlands and often found near wetlands both near the coast and in semi-arid zones. Breeds in Tasmania, coastal south-eastern South Australia and southern Victoria.	Possible - may forage in grassland and utilise remnant roadside vegetation for roosting
Brown Toadlet	<i>Pseudophryne bibronii</i>		en	14	2018	VBA	Damp watercourses in woodland and open forest, where sufficient litter occurs. May breed in seemingly dry habitats that later flood with autumnal rain.	Unlikely
Brown Treecreeper	<i>Climacteris picumnus victoriae</i>	VU		198	2021	VBA, PMST	Forests and woodlands, mainly in drier areas. Non-threatened sub-species picumnus is more common and occurs mainly inland of northern and western watershed of Great Dividing Range, and along a narrow intergrade on the northern and western slopes, in a rough line from the Grampians, through Maryborough and to Albury.	Possible – habitat largely within the roadside reserve.
Brush-tailed Phascogale	<i>Phascogale tapoatafa</i>		vu	10	2013	VBA	Prefers dry sclerophyll open forest with sparse groundcover of herbs, grasses, shrubs or leaf litter. Also inhabits heath, swamps, rainforest and wet sclerophyll forest. Agile climber foraging preferentially in rough barked trees of 25 cm DBH or greater.	Possible - restricted to remnant roadside vegetation

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Bush Stone-curlew	<i>Burhinus grallarius</i>		cr	15	1999	VBA	Inhabits open forests and woodlands with a sparse grassy groundlayer and abundant fallen timber and coarse woody debris.	Unlikely
Common Sandpiper	<i>Actitis hypoleucos</i>		vu			PMST	Non-breeding migrant to Australia during the austral summer. Uses a wide variety of coastal and inland wetlands with muddy margins, including lakes, rivers, sewage ponds.	Unlikely
Curlew Sandpiper	<i>Calidris ferruginea</i>	CR	cr			PMST	Non-breeding migrant to Australia during the austral summer. Regular visitor to Victoria. Occurs in a variety of wetland habitats with fringing mudflats including bays, coastal lagoons, lakes, swamps, creeks, inundated grasslands, saltmarshes and artificial wetlands.	Highly Unlikely
Diamond Firetail	<i>Stagonopleura guttata</i>	VU	vu	24	2019	VBA, PMST	Occurs in eucalypt, acacia or casuarina woodlands, open forests and other lightly timbered habitats, including farmland and grassland with scattered trees. Prefers areas with relatively low tree density (including few large logs and litter and very dry areas).	Possible – species may utilise roads reserve and grasslands within former blue gum plantation
Eastern Great Egret	<i>Ardea alba modesta</i>		vu	33	2019	VBA, PMST	Saltwater and freshwater wetlands, lakes, dams, river margins, estuaries and mudflats.	Unlikely
Flat-headed Galaxias	<i>Galaxias rostratus</i>	CR	vu			PMST	Shoals in mid-water. Usually below 150 m altitude in Murray system in still or gently flowing waters, lakes, billabongs and backwaters. Depth 1 m, substrate of coarse sand and mud, and debris.	Highly Unlikely
Gang-gang Cockatoo	<i>Callocephalon fimbriatum</i>	EN	en	7	2003	VBA, PMST	Tends to frequent tall forests and woodlands with dense shrubby understoreys in the mountains during the summer breeding period. In winter, tends to move to lower altitudes into drier, more open forests and woodlands. Often seen by roadsides and in parks and gardens of urban areas. Requires tall trees for nest hollows.	Possible - restricted to roadside remnant vegetation
Genoveva Blue	<i>Ogyris genoveva</i>		en	29	1760	VBA	Eucalypt woodland and mallee shrubland in low rainfall areas where the mistletoe food plant grows as parasitic shrubs on acacia and eucalypts.	Unlikely

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Golden Sun Moth	<i>Synemon plana</i>	VU	vu	2	2004	VBA, PMST	Native grasslands and grassy woodlands, particularly where Austrodanthonia (Rytidosperma) dominant. Now recognised to occur also in exotic grasslands dominated by Chilean Needle Grass.	Possible - grassland area west of powerline (not in development footprint)
Greater Glider	<i>Petauroides volans</i>	EN	vu			PMST	Eucalypt-dominated low open forests on coast, tall forests and low woodland.	Unlikely
Grey Falcon	<i>Falco hypoleucos</i>	VU	vu			PMST	Inland wooded watercourses and woodland. Generally rare.	Unlikely
Grey-crowned Babbler	<i>Pomatostomus temporalis</i>		vu	2	2017	VBA	Well-structured open woodlands, mainly in drier areas.	Unlikely
Grey-headed Flying-fox	<i>Pteropus poliocephalus</i>	VU	vu			PMST	Densely vegetated flowering and fruiting trees, mainly east of Melbourne. Roosts in dense gullies. Uses a wide range of habitats in Victoria, from lowland rainforest and coastal Stringybark forests to agricultural land and suburban gardens. Established colonies known in Melbourne, Geelong and Mansfield.	Unlikely
Growling Grass Frog	<i>Litoria raniformis</i>	VU	vu	2	1960	VBA, PMST	Requires a matrix of well-connected permanent and semi-permanent waterbodies, including open vegetated wetlands, flooded paddocks, drains, farm dams and river pools, generally containing abundant submerged and emergent vegetation with little shade. Within lowland grasslands, woodlands and open forests.	Unlikely
Hardhead	<i>Aythya australis</i>		vu	18	2018	VBA	Diving duck. Deep permanent wetlands, dams, lakes and slow-flowing rivers. Also occurs in brackish wetlands and water storage ponds. Occasionally in estuarine and littoral habitats such as saltpans, coastal lagoons and sheltered inshore waters.	Unlikely to occur within study site. Recorded during survey within pondage south of study site
Hooded Robin	<i>Melanodryas cucullata cucullata</i>	EN	vu	8	2007	VBA, PMST	Prefers lightly wooded country, usually open eucalypt woodland, acacia scrub and mallee, often in or near clearings or open areas. Requires structurally diverse habitats featuring mature eucalypts, saplings, some small shrubs and a ground layer of moderately tall native grasses. Often perches on low dead stumps and fallen timber or on low-hanging branches, using a perch-and-pounce method of hunting insect prey.	Unlikely

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Lace Monitor	<i>Varanus varius</i>		en	2	1995	VBA	Partly arboreal. Occurs in well-timbered areas, from dry woodland to southern temperate forests. Lays eggs in hollows.	Possible - restricted to remnant roadside vegetation
Little Eagle	<i>Hieraaetus morphnoides</i>		vu	19	2020	VBA	Widespread over diverse habitats across most of Australia, from coastal to inland forest, woodland, open scrub and tree-lined watercourses. Most abundant where open country mixes with wooded or forested hills.	Possible - occasional hunting visitor
Little Egret	<i>Egretta garzetta nigripes</i>		en	1	1987	VBA	Uses wide range of wetlands, mudflats, estuaries. Typically prefers shallows of wetlands for foraging. Occasionally in small waterways or wet grassland areas.	Unlikely
Macquarie Perch	<i>Macquaria australasica</i>	EN	en	1	1970	VBA, PMST	Deep, rocky holes with considerable cover and flowing water over unsilted cobble and gravel substrate.	Highly Unlikely
Mountain Skink	<i>Liopholis montana</i>	EN	en			PMST	Occupies areas of granite in tall open forest and heath in southern highlands. Colonies occupy burrow networks beneath rocks.	Highly Unlikely
Murray Cod	<i>Maccullochella peelii peelii</i>	VU	en			PMST	Small clear, rocky, upland streams with riffle and pool structure on the upper western slopes of the Great Dividing Range to large, meandering, slowflowing, often silty rivers in the alluvial lowland reaches of the MurrayDarling Basin.	Highly Unlikely
Murray Spiny Crayfish	<i>Euastacus armatus</i>		th	4	1980	VBA	Occurs below 300 m elevation in large and small streams in a variety of habitats, including pasture lands and sclerophyll forests. Prefers faster-flowing waters. Flow is believed to be important to the survival of populations, and although they can persist in still waters (i.e., farm dams and weirs), they are reported to have a preference for submerged river channels. Known to occur in the Victorian tributaries of the upper Murray River and in the Kiewa, Ovens and Goulburn catchments.	Highly Unlikely
Musk Duck	<i>Biziura lobata</i>		vu	10	2018	VBA	Diving duck. Deep open water in wetlands, dams, lakes and slow-flowing rivers.	Unlikely to occur within study site. Recorded during survey within pondage south of study site

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Painted Honeyeater	<i>Grantiella picta</i>	VU	vu	1	2013	VBA, PMST	Dry open forests and woodlands, strongly associated with mistletoe (including mistletoe in Acacia).	Unlikely
Pilotbird	<i>Pycnoptilus floccosus</i>	VU	vu			PMST	Wet eucalypt and temperate rainforest, alpine and coastal woodland in dense undergrowth with abundant debris.	Unlikely
Pink-tailed Worm-Lizard	<i>Aprasia parapulchella</i>	VU	en			PMST	Native grasslands with partially buried rocks. Shelters beneath rocks and in ant tunnels.	Unlikely
Plains-wanderer	<i>Pedionomus torquatus</i>	CR	cr			PMST	Inhabit sparse native grasslands and are often absent from areas where grass becomes too dense or too sparse. They nest amongst native grasses and herbs, or sometimes amongst crops, feeding on a mixture of seeds, invertebrates and leaves.	Unlikely
Platypus	<i>Ornithorhynchus anatinus</i>		vu	10	2021	VBA	Creeks, streams and rivers.	Highly Unlikely
Powerful Owl	<i>Ninox strenua</i>		vu	3	2020	VBA	Open forests and woodlands, as well as along sheltered gullies in wet forests with dense understoreys. Especially along water courses. Sometimes found in open areas near forests such as farmland, parks and suburban areas, as well as in remnant bushland patches. Needs old-growth trees and large hollows to nest.	Unlikely
Regent Honeyeater	<i>Anthochaera phrygia</i>	CR	cr			PMST	Open forests and woodlands. Generally absent from very wet and very dry areas. Dry woodlands and forests dominated by Box Ironbark eucalypts. May be restricted to the Chiltern-Mt Pilot National Park (NE Victoria) following population decline and range contraction.	Unlikely
Silver Perch	<i>Bidyanus bidyanus</i>	CR	en			PMST	Rivers, lakes and reservoirs, preferring in or below fast-flowing waters and rapids/races and usually forming aggregations near the surface. Water temperatures ranging from 2°C to 35°C with optimal between 23-28°C.	Highly Unlikely
Sloane's Froglet	<i>Crinia sloanei</i>	EN	en			PMST	Typically associated with periodically inundated areas in grassland, woodland and disturbed habitats.	Unlikely
Smoky Mouse	<i>Pseudomys fumeus</i>	EN	en			PMST	Dry heathy forest on ridges. Coastal and sub-alpine heath.	Highly Unlikely
Southern Pygmy Perch (Murray-Darling Basin lineage)	<i>Nannoperca australis (Murray-Darling Basin lineage)</i>	VU	vu			PMST	usually found amongst aquatic vegetation in a wide range of environments.	Highly Unlikely

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Southern Whiteface	<i>Aphelocephala leucopsis</i>	VU		3	2003	VBA, PMST	Inhabits a wide range of open woodlands and shrublands where there is an understorey of grasses or shrubs, or both. These areas are usually in habitats dominated by acacias or eucalypts on ranges, foothills and lowlands, and plains.	Unlikely
Speckled Warbler	<i>Pyrrholaemus sagittatus</i>		en	28	2021	VBA	Woodlands. Generally absent from very wet and very dry areas.	Possible - may utilise habitats of regrowth plantation
Spot-tailed Quoll	<i>Dasyurus maculatus maculatus</i>	EN	en	2	1961	VBA, PMST	Preference for mature wet forest habitat that has been less disturbed by logging. Also occurs in wet sclerophyll forests, lowland forests, open and closed eucalypt woodlands, inland riparian and River Red-gum forests Woodlands, subalpine woodlands and coastal heathlands.	Unlikely
Square-tailed Kite	<i>Lophoictinia isura</i>		vu	15	2019	VBA	Woodland and open forest in drier areas. Flies low and effortlessly just above the canopy hunting for nestlings.	Possible - occasional hunting visitor
Squirrel Glider	<i>Petaurus norfolcensis</i>		vu	8	2022	VBA	Inhabits mature or old growth Box, Box-Ironbark woodlands and River Red Gum forest west of the Great Dividing Range and Bloodwood forest with heath understorey in coastal areas. Prefers mixed species stands with a shrub or Acacia midstorey	Possible - restricted to remnant roadside vegetation
Striped Legless Lizard	<i>Delma impar</i>	VU	en	1	2003	VBA, PMST	Native grasslands and grassy woodlands, where soil is little disturbed. Also some non-native grasslands in areas where native grasslands persist.	Unlikely
Superb Parrot	<i>Polytelis swainsonii</i>	VU	en			PMST	Open woodland and riverine forest. Nests in eucalypt hollows.	Possible - may forage in grassland and utilise remnant roadside vegetation for roosting
Swift Parrot	<i>Lathamus discolor</i>	CR	cr	12	2018	VBA, PMST	Winter migrant to Victoria (and other parts of SE Australia) from breeding areas in Tasmania. In Victoria, prefers dry, open eucalypt forests and woodlands, especially Box Ironbark Forest in north-central Victoria. Occasionally recorded in urban parks, gardens, street trees and golf courses with flowering ornamental trees and shrubs.	Possible - restricted to roadside remnant vegetation

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Common name	Scientific name	EPBC	FFG	VBA records	VBA last record	Source	Preferred habitat in Victoria	Likelihood of occurrence
Trout Cod	<i>Maccullochella macquariensis</i>	EN	en			PMST	Inhabit a large (60—100 m wide), deep (>3 m) flowing river section with a sand, silt and clay substrate that contains abundant snags and woody debris. Trout Cod are often angled from within, under or adjacent to snags, branch piles, and steep clay banks, usually in areas of relatively fast current	Highly Unlikely
Turquoise Parrot	<i>Neophema pulchella</i>		vu	1	2018	VBA	Uses open grassland and woodland, generally in the north-east of Victoria, and into NSW and SE Qld.	Possible - may forage in grassland and utilise remnant roadside vegetation for roosting and breeding
White-bellied Sea-Eagle	<i>Haliaeetus leucogaster</i>		en	2	2019	VBA	Coastal, marine and inland. Estuaries, beaches, large wetlands, including deep freshwater swamps, lakes, reservoirs, billabongs and rivers. Uses tall trees in or near water for breeding.	Unlikely
White-throated Needletail	<i>Hirundapus caudacutus</i>	VU	vu	8	2021	VBA, PMST	Almost exclusively aerial within Australia, occurring over most types of habitat, particularly wooded areas. Less often seen over open farm paddocks but has been recorded in vineyards flying between the rows of trees.	Possible - occasional visitor
Yellow-bellied Glider	<i>Petaurus australis</i>	VU	en			PMST	Tall forest, coastal gullies, creek flats and forest mixed with woodland.	Unlikely

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Appendix E

Native Vegetation Removal Report

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Native Vegetation Removal Report

NVRR ID: 346_20240730_NMM

This report provides information to support an application to remove, destroy or lop native vegetation in accordance with the [Guidelines for the removal, destruction or lopping of native vegetation](#) (the Guidelines). This report is **not an assessment by DEECA** of the proposed native vegetation removal. Native vegetation information and offset requirements have been determined using spatial data provided by the applicant or their consultant.

Report details

Date created: 30/07/2024

Local Government Area: MITCHELL SHIRE

Shapefile name:
NVRMap_Removal_Template_Patches.shp

Site assessor name: Rohan.Khot_GHD

Registered Aboriginal Party: Taungurung

Coordinates: 145.17088, -36.99985

Address:
TARCOMBE ROAD SEYMOUR 3660
190 BACK MOUNTAIN ROAD SEYMOUR 3660

Regulator Notes

Removal polygons are located:

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Summary of native vegetation to be removed

Assessment pathway	Intermediate Assessment Pathway		
Location category	Location 2 The native vegetation extent map indicates that this area is typically characterised as supporting native vegetation. Additionally, it is modelled as encompassing an endangered Ecological Vegetation Class, sensitive wetland or sensitive coastal area. The removal of less than 0.5 hectares of native vegetation in this area will not require a Species Offset.		
Total extent including past and proposed removal (ha) <i>Includes endangered EVCs (ha): 0</i>	0.179	<i>Extent of past removal (ha)</i>	0
		<i>Extent of proposed removal - Patches (ha)</i>	0.179
		<i>Extent of proposed removal - Scattered Trees (ha)</i>	0.000
No. Large Trees proposed to be removed	5	<i>No. Large Patch Trees</i>	5
		<i>No. Large Scattered Trees</i>	0
No. Small Scattered Trees	0		

Offset requirements if approval is granted

Any approval granted will include a condition to secure an offset, before the removal of native vegetation, that meets the following requirements:

General Offset amount ¹	0.072 General Habitat Units
Minimum strategic biodiversity value score ²	0.2875
Large Trees	5
Vicinity	Goulburn Broken CMA or MITCHELL SHIRE LGA

NB: values within tables in this document may not add to the totals shown above due to rounding

The availability of third-party offset credits can be checked using the Native Vegetation Credit Register (NVCR) Search Tool - <https://nvcr.delwp.vic.gov.au>

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1. The General Offset amount required is the sum of all General Habitat Units in Appendix 1.
 2. Minimum strategic biodiversity value score is 80 per cent of the weighted average score across habitat zones where a General Offset is required.
 3. The Species Offset amount(s) required is the sum of all Species Habitat Units in Appendix 1.

Application requirements

Applications to remove, destroy or lop native vegetation must include all the below information. If an appropriate response has not been provided the application is not complete.

Application Requirement 1 - Native vegetation removal information

If the native vegetation removal is mapped correctly, the information presented in this Native Vegetation Removal Report addresses Application Requirement 1.

Application Requirement 2 - Topographical and land information

This statement describes the topographical and land features in the vicinity of the proposed works, including the location and extent of any ridges, hilltops, wetlands and waterways, slopes of more than 20% gradient, low-lying areas, saline discharge areas or areas of erosion.

Application Requirement 3 - Photographs of the native vegetation to be removed

Application Requirement 3 is not addressed in this Native Vegetation Removal Report. All applications must include recent, timestamped photos of each Patch, Large Patch, Tree and Scattered Tree which has been mapped in this report.

Application Requirement 4 - Past removal

If past removal has been considered correctly, the information presented in this Native Vegetation Removal Report addresses Application Requirement 4.

Application Requirement 5 - Avoid and minimise statement

This statement describes what has been done to avoid and minimise impacts on native vegetation and associated biodiversity values.

Application Requirement 6 - Property Vegetation Plan

This requirement only applies if an approved Property Vegetation Plan (PVP) applies to the property
Does a PVP apply to the proposal?

Application Requirement 7 - Defendable space statement

Where the removal of native vegetation is to create defendable space, this statement:

- Describes the bushfire threat; and

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- Describes how other bushfire risk mitigation measures were considered to reduce the amount of native vegetation proposed for removal (this can also be part of the avoid and minimise statement).

This statement is not required if, If the proposed defensible space is within the Bushfire Management Overlay (BMO), and in accordance with the 'Exemption to create defensible space for a dwelling under Clause 44.06 of local planning schemes' in Clause 52.12-5.

Application Requirement 8 - Native Vegetation Precinct Plan

This requirement is only applicable if you are removing native vegetation from within an area covered by Native Vegetation Precinct Plan (NVPP), and the proposed removal is not identified as 'to be removed' within the NVPP.

Does an NVPP apply to the proposal?

Application Requirement 9 - Offset statement

This statement demonstrates that an offset is available and describes how the required offset will be secured. The Applicant's Guide provides information relating to this requirement.

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Next steps

Applications to remove, destroy or lop native vegetation must address all the application requirements specified in the Guidelines. If you wish to remove the mapped native vegetation you are required to apply for approval from the responsible authority (e.g. local Council). This Native vegetation removal report must be submitted with your application and meets most of the application requirements. The following requirements need to be addressed, as applicable.

Application Requirement 3 - Photographs of the native vegetation to be removed

Recent, dated photographs of the native vegetation to be removed **must be provided** with the application. All photographs must be clear, show whether the vegetation is a Patch of native vegetation, Patch Tree or Scattered Tree, and identify any Large Trees. If the area of native vegetation to be removed is large, provide photos that are indicative of the native vegetation.

Ensure photographs are attached to the application. If appropriate photographs have not been provided the application is not complete.

Application Requirement 6 - Property Vegetation Plan

If a PVP is applicable, it must be provided with the application.

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Appendix 1: Description of native vegetation to be removed

General Habitat Units for each zone (Patch, Scattered Tree or Patch Tree) are calculated by the following equation in accordance with the Guidelines

General Habitat Units = extent without overlap x condition score x general landscape factor x 1.5, where the general landscape factor = 0.5 + (strategic biodiversity value score/2)

The General Offset amount required is the sum of all General Habitat Units per zone.

Native vegetation to be removed

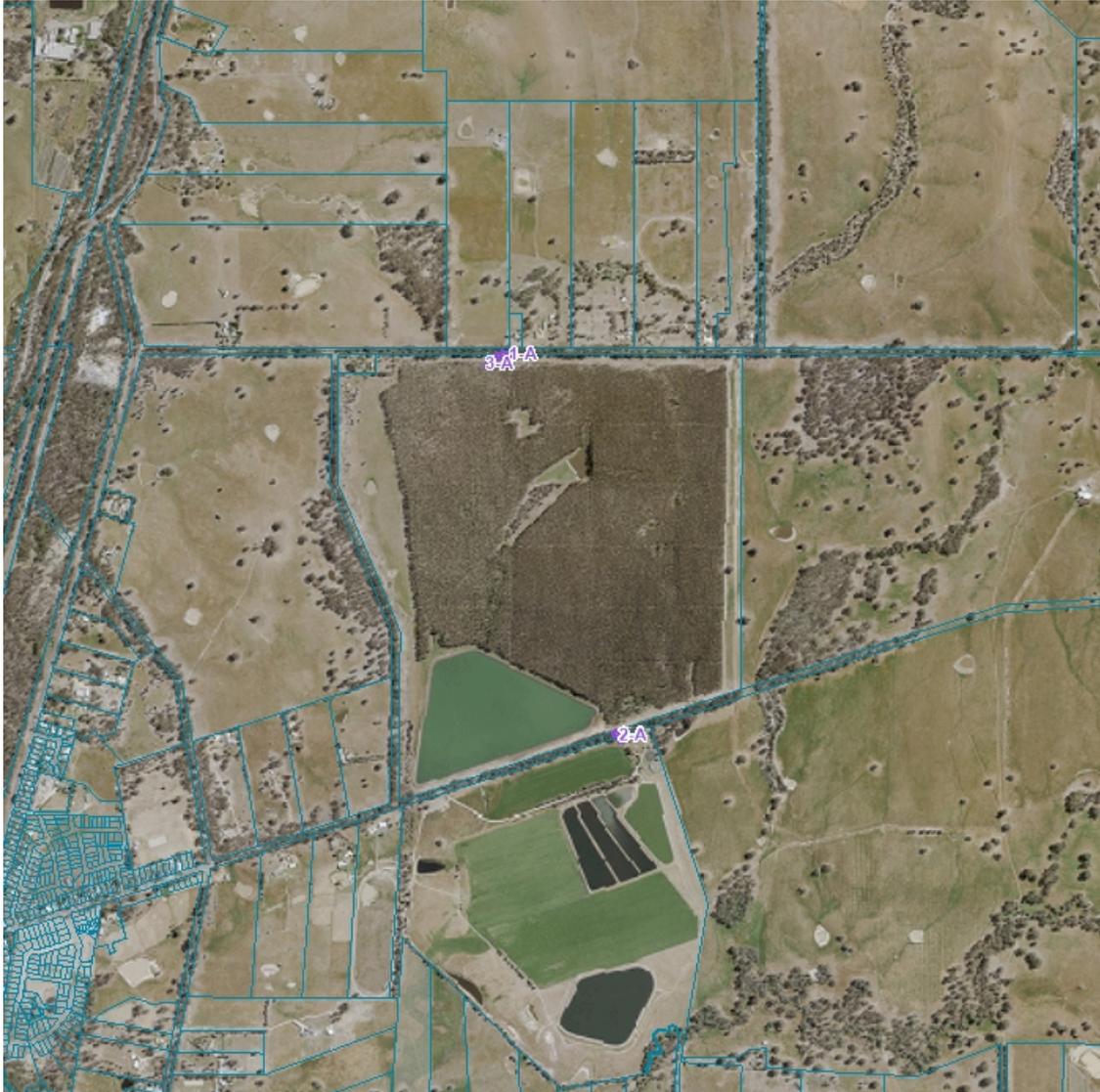
Information provided by or on behalf of the applicant							Information calculated by NVR Map				
Zone	Type	DBH (cm)	EVC code	Bioregional conservation status	Partial Removal	Condition score	Large Tree(s)	Polygon extent (ha)	Extent without overlap (ha)	SBV score	General Habitat Units
1-A	Patch	-	CVU_0061	Vulnerable	no	0.480	4	0.108	0.108	0.140	0.044
2-A	Patch	-	CVU_0061	Vulnerable	no	0.310	1	0.070	0.070	0.701	0.028
3-A	Patch	-	CVU_0061	Vulnerable	no	0.310	-	0.001	0.001	0.140	0.000

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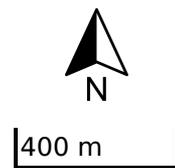
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Appendix 2: Images of mapped native vegetation

1. Property in context



- Proposed Removal
- Past Removal
- Partial Removal
- Property Boundaries



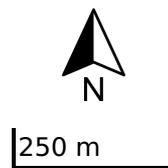
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2. Aerial photograph showing mapped native vegetation



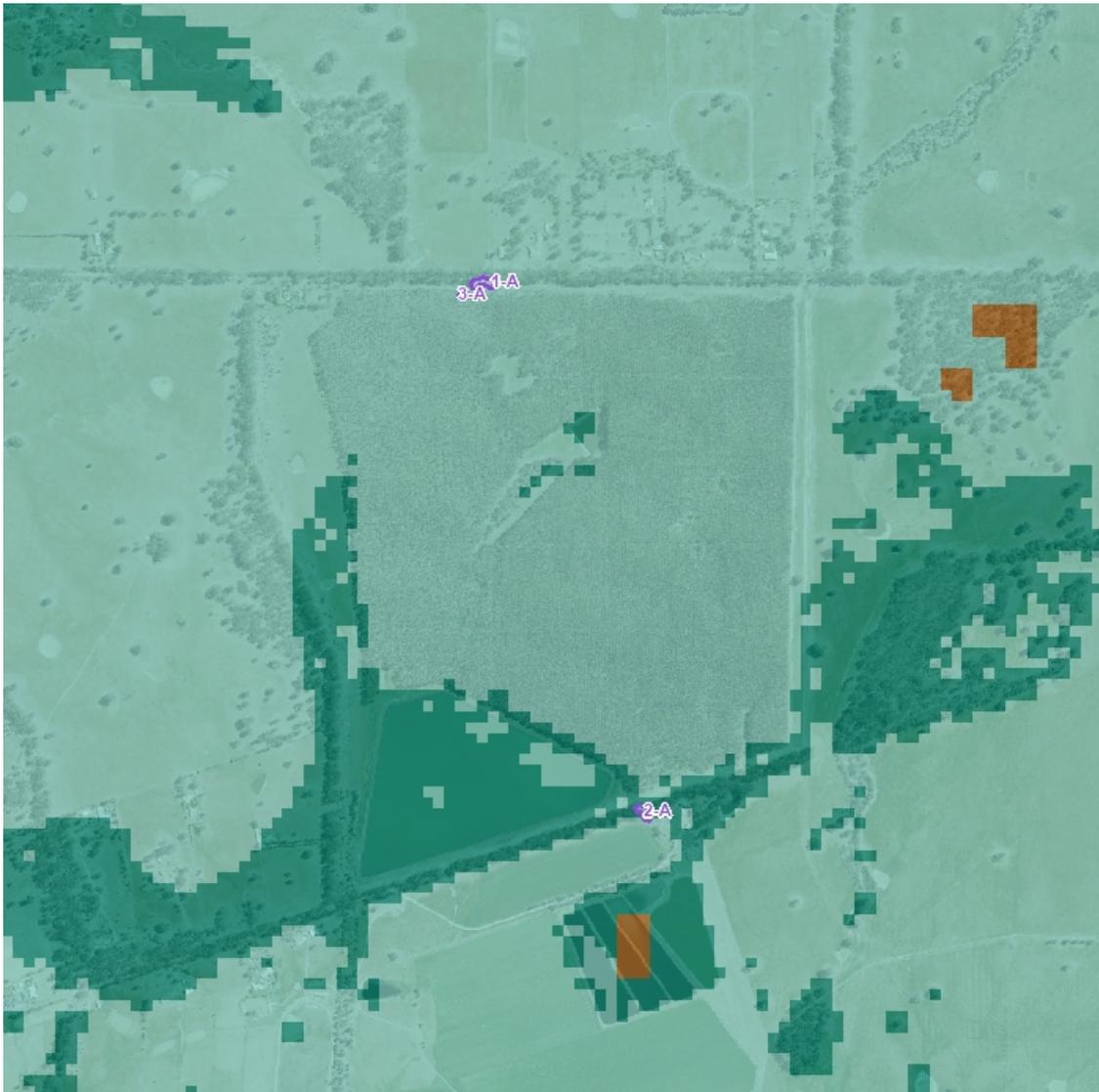
- Proposed Removal
- Past Removal
- Partial Removal



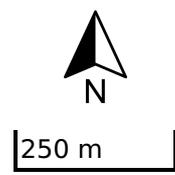
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3. Location Risk Map



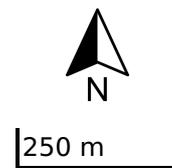
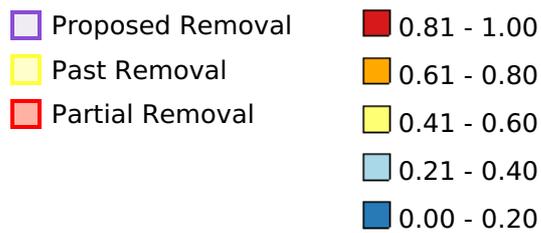
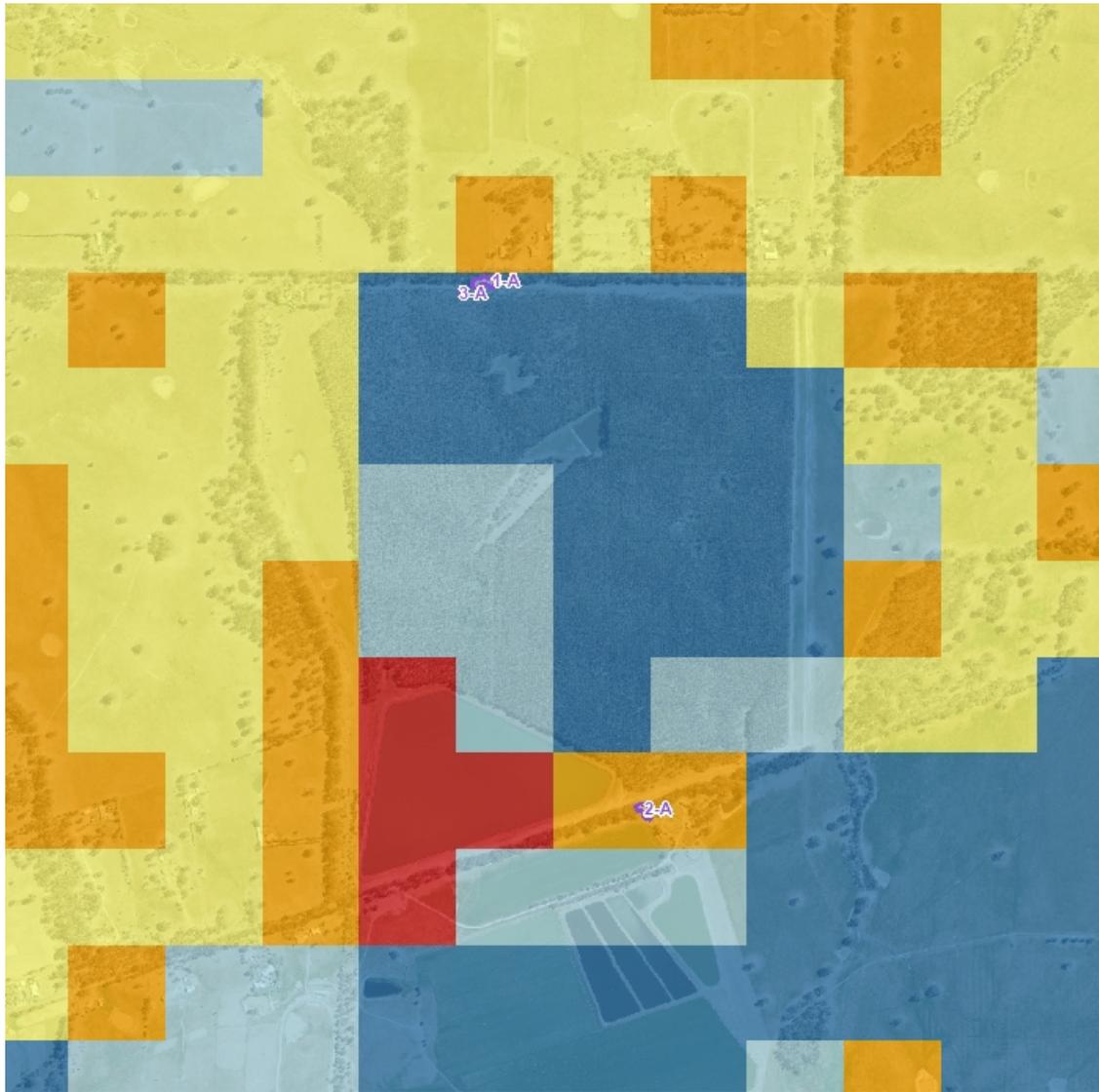
- | | |
|------------------|------------|
| Proposed Removal | Location 1 |
| Past Removal | Location 2 |
| Partial Removal | Location 3 |



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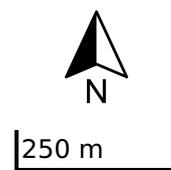
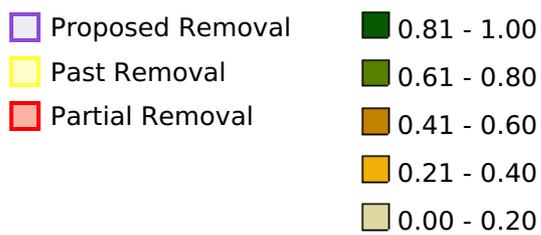
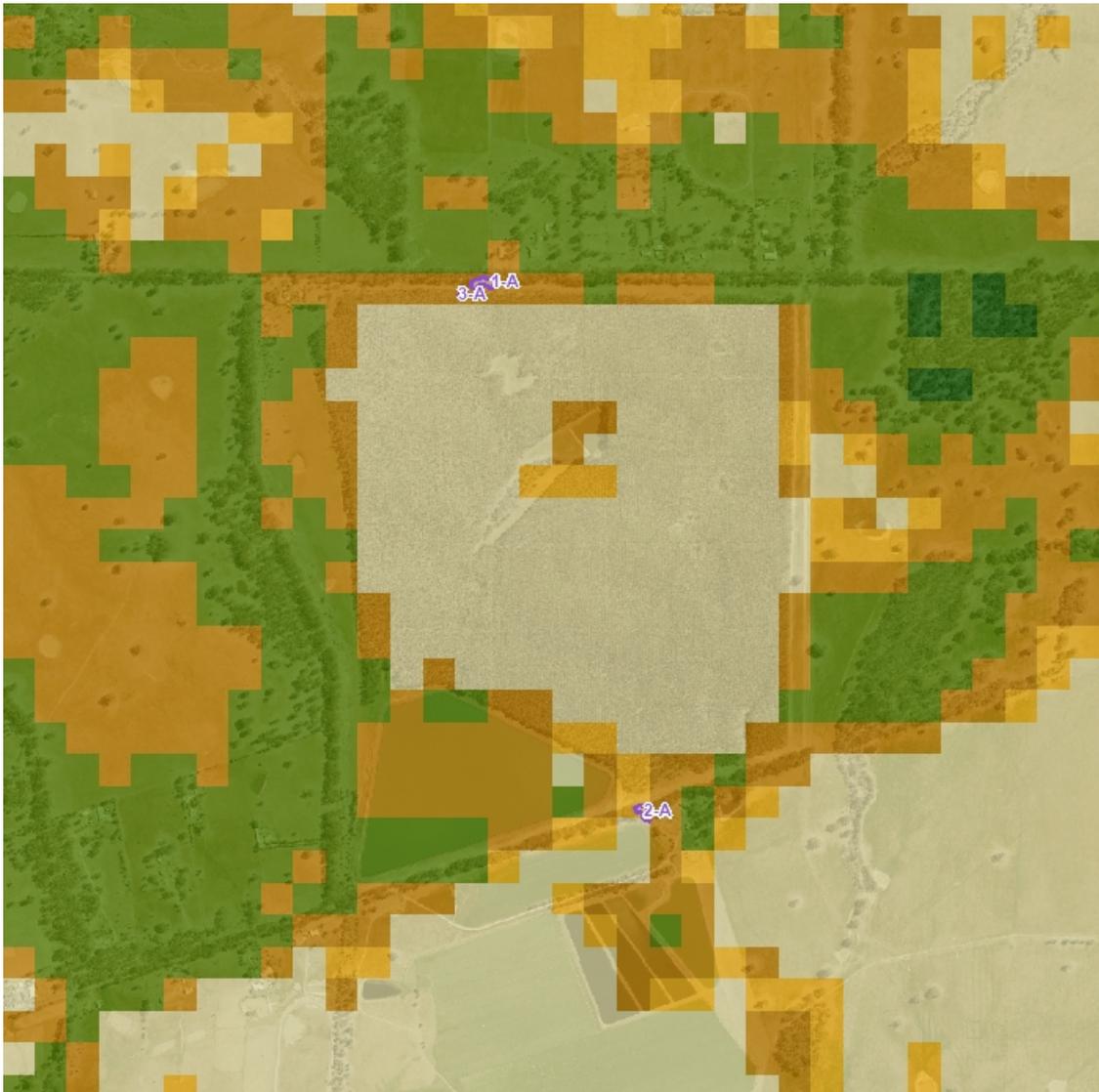
4. Strategic Biodiversity Value Score Map



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5. Condition Score Map



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6. Endangered EVCs

Not Applicable

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Appendix F

Native Vegetation Credit Register

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Report of available native vegetation credits

This report lists native vegetation credits available to purchase through the Native Vegetation Credit Register.

This report is **not evidence** that an offset has been secured. An offset is only secured when the units have been purchased and allocated to a permit or other approval and an allocated credit extract is provided by the Native Vegetation Credit Register.

Date and time: 19/03/2024 04:05

Report ID: 23368

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What was searched for?

General offset

General habitat units	Strategic biodiversity value	Large trees	Vicinity (Catchment Management Authority or Municipal district)
0.072	0.287	5	Goulburn Broken or LGA Mitchell Shire

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Details of available native vegetation credits on 19 March 2024 04:05

These sites meet your requirements for general offsets.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
BBA-1145	1.047	53	Goulburn Broken	Mitchell Shire	No	Yes	No	Ethos
VC_CFL-2355_03	8.817	88	Goulburn Broken	Greater Shepparton City	Yes	Yes	No	VegLink
VC_CFL-3790_01	4.665	31	Goulburn Broken	Campaspe Shire	Yes	Yes	No	VegLink

These sites meet your requirements using alternative arrangements for general offsets.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
----------------	-----	----	-----	-----	------------	--------	-------------	-----------

There are no sites listed in the Native Vegetation Credit Register that meet your offset requirements when applying the alternative arrangements as listed in section 11.2 of the Guidelines for the removal, destruction or lopping of native vegetation.

These potential sites are not yet available, land owners may finalise them once a buyer is confirmed.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
VC_CFL-3701_01	10.574	18	Goulburn Broken, North Central	Greater Bendigo City	Yes	Yes	No	Bio Offsets
VC_CFL-3747_01	11.546	332	Goulburn Broken	Mansfield Shire	Yes	Yes	No	VegLink

Next steps

If applying for approval to remove native vegetation

Attach this report to an application to remove native vegetation as evidence that your offset requirement is currently available.

If you have approval to remove native vegetation

Below are the contact details for all brokers. Contact the broker(s) listed for the credit site(s) that meet your offset requirements. These are shown in the above tables. If more than one broker or site is listed, you should get more than one quote before deciding which offset to secure.

Broker contact details

Broker Abbreviation	Broker Name	Phone	Email	Website
Abezco	Abzeco Pty. Ltd.	(03) 9431 5444	offsets@abzeco.com.au	www.abzeco.com.au
Baw Baw SC	Baw Baw Shire Council	(03) 5624 2411	bawbaw@bawbawshire.vic.gov.au	www.bawbawshire.vic.gov.au
Bio Offsets	Biodiversity Offsets Victoria	0452 161 013	info@offsetsvictoria.com.au	www.offsetsvictoria.com.au
Contact NVOR	Native Vegetation Offset Register	136 186	nativevegetation.offsetregister@delwp.vic.gov.au	www.environment.vic.gov.au/native-vegetation
Ecocentric	Ecocentric Environmental Consulting	0410 564 139	ecocentric@me.com	Not available
Ethos	Ethos NRM Pty Ltd	(03) 5153 0037	offsets@ethosnrm.com.au	www.ethosnrm.com.au
Nillumbik SC	Nillumbik Shire Council	(03) 9433 3316	offsets@nillumbik.vic.gov.au	www.nillumbik.vic.gov.au
TFN	Trust for Nature	8631 5888	offsets@tfn.org.au	www.trustfornature.org.au
VegLink	Vegetation Link Pty Ltd	(03) 8578 4250 or 1300 834 546	offsets@vegetationlink.com.au	www.vegetationlink.com.au
Yarra Ranges SC	Yarra Ranges Shire Council	1300 368 333	biodiversityoffsets@yarraranges.vic.gov.au	www.yarraranges.vic.gov.au

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For more information contact the DEECA Customer Service Centre 136 186 or the Native Vegetation Credit Register at nativevegetation.offsetregister@delwp.vic.gov.au

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Obtaining this publication does not guarantee that the credits shown will be available in the Native Vegetation Credit Register either now or at a later time when a purchase of native vegetation credits is planned.

Notwithstanding anything else contained in this publication, you must ensure that you comply with all relevant laws, legislation, awards or orders and that you obtain and comply with all permits, approvals and the like that affect, are applicable or are necessary to undertake any action to remove, lop or destroy or otherwise deal with any native vegetation or that apply to matters within the scope of Clauses 52.16 or 52.17 of the Victoria Planning Provisions and Victorian planning schemes

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Appendix G

Forest Property Agreement

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**GOULBURN VALLEY REGION WATER
AUTHORITY**

and

**EAST VICTORIA PLANTATION FOREST
COMPANY OF AUSTRALIA PTY LTD
ACN 086 331 928**

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FOREST PROPERTY AGREEMENT

JFK 113975/1336

AGR711



TABLE OF CONTENTS

1	RECITALS ARE BINDING.....	1
2	DEFINITIONS	1
3	INTERPRETATION.....	3
4	FOREST PROPERTY AGREEMENT	4
5	GRANT OF FOREST PROPERTY RIGHTS	5
6	GRANT OF ANCILLARY RIGHTS.....	5
7	CONDITION PRECEDENT	6
8	FEE.....	7
9	OUTGOINGS	8
10	GRANTEE'S OBLIGATIONS	9
11	GRANTOR'S OBLIGATIONS.....	10
12	WATER SUPPLY	11
13	DANGEROUS SUBSTANCES	12
14	PLANTATION AND IRRIGATION MANAGEMENT	12
15	GRANTOR'S WARRANTIES	13
16	ASSIGNMENT.....	14
17	TRANSFER OR ENCUMBRANCE OF LAND BY THE GRANTOR	14
18	REDUCTION OF THE TREE CROP AREA.....	14
19	TERMINATION.....	15
20	INSURANCE	17
21	COMPLIANCE WITH STATUTES.....	17
22	WAIVER	17
23	NOTICES.....	18
24	COSTS AND EXPENSES	19
25	ENTIRE AGREEMENT	19
26	JOINT AND SEVERAL LIABILITY.....	19
27	GENERAL	19
28	TIME OF ESSENCE	19
29	AGREEMENT BINDS SUCCESSORS	19
30	GOVERNING LAW.....	20
31	JURISDICTION	20
32	DISPUTE RESOLUTION	20
	SCHEDULE ONE	22
	SCHEDULE TWO.....	23

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THIS AGREEMENT is made the _____ day of _____ 2003

BETWEEN

- 1 **GOULBURN VALLEY REGION WATER AUTHORITY**
of 104 Fryers Street, Shepparton, Victoria 3630
("Grantor")
- 2 **EAST VICTORIA PLANTATION FOREST COMPANY OF AUSTRALIA PTY LTD (EPFL)**
ACN 086 331 928
of Level 28 MLC Building, 459 Collins Street, Melbourne, Victoria 3000
("Grantee")

RECITALS

- A The Grantor is registered or is entitled to be registered as the proprietor of the Land and accordingly is the owner of the Land for the purposes of the Forestry Rights Act 1996. The Land is in two locations, namely the Broadford Land and the Seymour Land.
- B The Grantee wishes to plant, grow and harvest Trees on the Land and to produce Timber Products.
- C The Grantee seeks to benefit from a supply of reclaimed water ('Water Supply') available from the Grantor to the Land, for the irrigation of the Trees.
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- D The Grantor will benefit from the irrigation of the Trees as environmentally sound and beneficial way to re-use the water supply.
- E The Grantee has requested and the Grantor has agreed to grant to the Grantee a right to plant, benefit from irrigation, grow, maintain, harvest, extract and remove Forest Property on the Land on the terms and subject to the conditions contained in this Agreement.

OPERATIVE PART

1 RECITALS ARE BINDING

The parties acknowledge that the recitals are true and correct and binding upon them.

2 DEFINITIONS

In this Agreement, unless the context otherwise requires:

'**Broadford Land**' means the portion of the Land located at or near Broadford, specified in Schedule One;

'**Business Days**' means weekdays (Monday to Friday) excluding public holidays and Bank Holidays proclaimed in the State of Victoria;

'**Carbon Credits**' means any right, credit, interest, entitlement or benefit including Emission Reduction Certificates (present or future) that arises or may arise as a result of or in relation to any domestic or international regulatory regime (as created amended, supplemented or replaced from time to time) and which is a result of the reduction or offsetting of emission levels of or the sequestration of Greenhouse Gases from the Forest Property.

'Greenhouse Gases' means carbon dioxide, nitrous-oxide, methane, sulphur-hexafluoride, perfluorocarbons and hydrofluorocarbons measured in tonnes of Co_{2e} or any or more of them and any other substance from time to time listed under Annex A of the Kyoto Protocol or any instrument or agreement that amends, succeeds or replaces it".

'Commencement Date' means the commencement date of this Agreement which is specified in Schedule One;

'Encumbrances' means the encumbrances, reservations, restrictions or condition, both registered and unregistered, to which the land is subject, specified in Schedule One;

'Environment Improvement Plan' means the plan accepted by the parties and by the Environment Protection Authority, from time to time, relating to the use of the Water Supply on the Land, such plan forming part of the Plantation Management Plan and this Agreement;

'EPA Guidelines' means the Environmental Guidelines for the Use of Reclaimed Water or any such modified or substituted guidelines having application from time to time.

'Fee' means the fee specified in Schedule One as and when reviewed in accordance with clause 8.2;

'Forest Property' means:

- all parts of Trees including any parts below the ground; and
- the products of trees whether or not those products have become separated from those trees prior to being harvested;

'Force Majeure Event' means any event which is beyond the reasonable control of the Grantee or the Grantor, including effects on the quality or volume of the Water Supply, and substantial damage to the Trees including but not limited to storm, Act of God, tempest, bush fire, insect plague;

'Grantee' includes East Victoria Plantation Forest Company of Australia Pty. Ltd ACN 086 331 928, its employees, agents, contractors, subcontractors, successors and assigns;

'Grantor' includes the Grantor specified in Schedule One, its employees, agents, contractors, subcontractors, successors and assigns and the entity entitled for the time being to the reversion immediately expectant on the determination of the term created under this Agreement or the rents and profits in relation to the Land;

'GST' means any tax that is payable under GST Law and imposed as goods and services tax. "GST" and "GST Law" are defined in *A New Tax System (Goods and Services Tax) Act 1999*;

'Harvest' means the felling, removal and chipping of a mature crop of Trees from and on the Land and the conversion in any way of a mature crop of Trees into Timber Products;

'Land' means the Land, divided into the Broadford Land and the Seymour Land, specified in Schedule One, as varied by agreement, or any part thereof and includes any part of the Tree Crop Area ;

'Plantation Management Plan' means the plan detailing the layout, operation and management of the plantation which:

- incorporates the Environment Improvement Plan;

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- may be varied from time to time; and
- is otherwise detailed in clause 14;

'Requirement' means any requirement, notice, order, demand or direction received from or given by any governmental, semi-governmental, municipal or other competent authority;

'Review Date' means each anniversary of the Commencement Date;

'Seymour Land' means the portion of the Land located at or near Seymour, specified in Schedule One;

'Successful Growth Area' means an area within the Tree Crop Area where there exists 600 or more live Tree Stems per hectare;

'Statute' means any legislation of the Parliament of the Commonwealth of Australia or the Parliament of the State of Victoria and any rule, regulation, ordinance, by-law, statutory instrument, order or notice made thereunder;

'Supply Infrastructure' means all pipes, pumps, storage, filters, sprays, drip mechanisms, together with the associated works and attachments, associated with the provision of the Water Supply to the Tree Crop Area, specifically in the Land generally;

'Term' means the term specified in Schedule One, subject to earlier termination under clause 19;

'Timber Products' means saleable products derived or derivable from the Trees;

'Tree Crop Area' means the area of the Broadford Land and the Seymour land, respectively, the areas referred to in Schedule One;

'Trees' means trees of the species *Eucalyptus globulus* and other species planted or growing on the Land during the Term, excluding any trees on the Land prior to the Commencement Date;

'Water Supply' means the supply of reclaimed water:

- to be used on the Broadford Land; and
- to be used on the Seymour Land,

from the respective waste water treatment systems of the Grantor; and

'Year' means a 12 month period (or a shorter period ending at the end of the Term) commencing on the Commencement Date or an anniversary thereof during the Term.

3 INTERPRETATION

In this Agreement, unless the contrary intention appears;

- headings are for ease of reference only and do not affect the meaning of this Agreement;
- the singular includes the plural and vice versa and words importing a gender include other genders;

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PLAN**

- (c) other grammatical forms defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as notated, altered or replaced from time to time;
- (f) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency.
- (g) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (h) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (i) a reference to any legislation or statutory instrument or regulation is construed in accordance with the **Interpretation of Legislation Act 1984 (Vic)**; and
- (j) if any matter or thing required to be done by a party hereto pursuant to a provision of this Agreement falls due to be done on a day which is not a Business Day, it shall be done on the next succeeding Business Day;
- (k) for the purposes of this Agreement, "GST" means any consumption tax imposed by government, whether at point of sale or at some other specified occurrence, by whatever name, which operates during the term or any renewal or overholding and includes (without limitation) a goods and services tax, a broad based consumption or indirect tax and value added tax.

4 FOREST PROPERTY AGREEMENT

4.1 Forest Property Agreement

The Grantor and the Grantee acknowledge that this Agreement is made under Section 5 of the **Forestry Rights Act 1996 (Vic)** and is intended to be a Forest Property Agreement as defined in that Act and the parties acknowledge that it is intended that this Agreement be recorded by the Registrar of Titles on the relevant folio on the Register.

4.2 Agreement to run with Land

The obligations under this Agreement:

- (a) are intended to take effect as covenants which shall be annexed to and run at law with the Land and every part of it and bind the Grantor and the successors in title, assignees, transferees of the Grantor and the registered proprietor or proprietors for the time being of the Land and every part thereof;
- (b) in no way may they affect, control or prescribe actions over any other parts of the Broadford Land or Seymour Land, forming part of the Titles to the Land over which this Agreement is registered, which have no specific relationship to the operation of the plantation pursuant to this Agreement.

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4.3 Costs

The cost of registration of the Forest Property Agreement shall be paid by the Grantee.

5 GRANT OF FOREST PROPERTY RIGHTS**5.1 Grant of Rights**

The Grantor grants to the Grantee for the Term the right to plant, maintain, remove, extract and harvest Forest Property on and from the Tree Crop Area.

5.2 Ownership of Forest Property

The Grantor vests ownership of the Forest Property in the Grantee.

5.3 Rights to Enter

The Grantor grants to the Grantee for the Term the right to enter the Land and carry out any works which are necessary for the purposes of planting, maintaining or Harvesting the Forest Property.

5.4 Rights to Harvest

The Grantor acknowledges that the Grantee has the right to Harvest any or all of the Trees at any time ~~as it determines during the Term~~ and that all Timber Products from the Trees belong ~~for the Grantee absolutely~~. The Grantor further acknowledges that different parts of the Tree Crop Area may be harvested by the Grantee in stages, as the Grantee determines. **part of a planning process under the Planning and Environment Act 1987.**

5.5 Rights Subject to Agreement

The rights under this clause 5 are ~~only~~ granted for the Term on the terms and subject to the conditions of ~~this Agreement.~~

6 GRANT OF ANCILLARY RIGHTS**6.1 Rights during the Term**

The Grantor grants to the Grantee for the Term on the terms and subject to the conditions of this Agreement, the following ancillary rights and obligations in respect of the Land which are in addition to the rights granted under clause 5;

- (a) clearing the Tree Crop Area and removing such vegetation (excluding indigenous native trees), buildings or items from the Tree Crop Area as the Grantee deems reasonable to facilitate maximum use of the Tree Crop Area by the Grantee. Native trees are not to be removed without the written approval of the Grantor;
- (b) construction of appropriate drainage works, bridges, roadworks and log loading areas as it considers necessary to facilitate the growing or Harvesting of the Trees and access to the Land and the Tree Crop Area;
- (c) undertaking any preparatory works on the Land required prior to the planting of the Trees (including ripping, mounding and ploughing);
- (d) taking all reasonable steps (including poisoning, rabbit proof netting or any other appropriate means) to control insects, rabbits, other vermin and the growth of weeds and other plants to ensure maximum yield of Timber Products from the

Trees, provided the use of chemicals shall conform to applicable codes of industry practice and all relevant legislative requirements;

- (e) supplying and applying such fertilisers as the Grantee considers necessary to ensure acceptable plantation establishment and growth of the Trees;
- (f) removing or extracting any and all Timber Products from any and all of the Trees and the Tree Crop Area as the Grantee deems fit;
- (g) growing the second crop of Trees from coppice, or at its sole discretion, replanting Trees after the first Harvest;
- (h) constructing and maintaining appropriate firebreaks around the Tree Crop Area;
- (i) taking such measures as it deems appropriate to prevent access by trespassers and secure the Land and the Trees;
- (j) with the exception of the perimeter fencing (to be erected by the Grantor of a rural standard, such fence noted on the Plantation Management Plan) the Grantee shall be responsible for the construction and maintenance of any other fencing the Grantee wishes to locate within or surrounding the Tree Crop Area and subject to the consent of the Grantor (which will not be unreasonably withheld) ~~any additional fencing within the Land;~~
- (k) taking such other steps as are reasonably necessary for the good order and maintenance of the Trees planted on the Land.

6.2 Grantee's Right to Remove Equipment on Termination or Expiration

The Grantor shall allow the Grantee a period of 60 days from the expiration or sooner determination of this Agreement to remove from the Land its plant and equipment, implements, and other items brought onto the Land by the Grantee. The provisions of this clause shall survive the termination or expiration of this Agreement.

6.3 Exercise of Rights

The parties acknowledge that the rights granted under clauses 6.1 and 6.2 may or may not be exercised in the Grantee's absolute discretion.

6.4 Carbon Credits

In respect of any issues relating to Carbon Credits, apply to the Forest Property, the parties acknowledge and agree:

- (a) where the Forest Property results in reduction of greenhouse gases then the Grantee shall be entitled to any Carbon Credits that are from the project;
- (b) clause 6.4(a) shall cease to apply upon any termination of the Agreement, as provided in clause 19.5, or reduction in the Tree Crop Area, as provided in clause 19.6.

7 CONDITION PRECEDENT

The parties agree that it is a condition precedent to this Agreement that the Grantor obtains consents in the form annexed to this Agreement and marked "A" from all of the holders of the Encumbrances (if any) prior to the Commencement Date.

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8 FEE

8.1 Payment in Advance

The Fee must be paid in advance on the second day of February in each calendar year during the Term of this Agreement and shall be calculated in respect of the period commencing on the first day of February and ending on the thirty-first day of January in the subsequent year. The first such payment shall be made on the Commencement Date in respect of the period from the Commencement Date to the thirty-first day of January in the next calendar year to the Commencement Date. Thereafter, payments shall be made on the second day of February each year during the Term of this Agreement, provided that the final payment shall be calculated pro rata in respect of the period commencing on the first day of February in the year of expiry of this Agreement and ending on the date of expiration of this Agreement.

8.2 Fee Review

Subject to clauses 13 and 17, the Fee is to be reviewed on and from each Review Date to such amount as is the greater of (a) and (b) described below:

- (a) the Fee applicable immediately prior to that review date; and
- (b) the lesser of:
- (i) the Fee applicable immediately prior to that review date multiplied by the Current CPI and divided by the Previous CPI; and
 - (ii) the Fee applicable immediately prior to that review date, plus six (6) per cent of the Fee applicable immediately prior to that review date,

where –

“Current CPI” means the Consumer Price Index (all groups) for Melbourne published by the Australian Statistician in respect of the quarter year ended 30 September prior to that review date, and

“Previous CPI” means, in respect of the first review date, the Consumer Price Index (all groups) for Melbourne published by the Australian Statistician in respect of the quarter year ended 30 September prior to the Commencement Date and means in respect of each subsequent review date the Consumer Price Index (all groups) for Melbourne published by the Australian Statistician in respect of the quarter year ended on 30 September in the year prior to the year used for calculation of Current CPI.

If this price index is discontinued, abolished, or rebased then the price index substituted for it by the Australian Statistician will be used for the calculations referred to above in this clause and if no price index is substituted for it by the Australian Statistician then such index or indices will be used as is agreed by the parties, or failing agreement as is determined by the President of the Institute of Chartered Accountants or his nominee, acting as an expert and not as an arbitrator, as most accurately reflecting the changes in the prevailing levels of prices of the commodities the prices of which are utilised in calculating this price index.

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8.3 GST Clause

- (a) The parties agree: any obligation to pay the Fee or any other sum, by either of the parties shall be subject to the prior receipt of a Tax Invoice detailing the sum to be paid plus any GST amount;
- (b) otherwise than as provided by this clause, any sum payable or amount included in the calculation of a sum payable under this clause is GST exclusive;
- (c) the Grantee must pay to the Grantor any GST Amount;
- (d) the GST Amount must be calculated by multiplying the amount on which the GST is calculated by the prevailing rate of GST;
- (e) the Grantee must pay any GST Amount at the same time and in the same manner as making payment of any consideration on which the GST Amount is calculated. If the GST Amount is not calculated on consideration, the Grantee must pay the GST Amount within 7 days of receipt of a Tax Invoice complying with any legislation under which GST is imposed;
- (f) if at any time an adjustment is made or required to be made between the Grantor or any other payer of GST and the relevant taxing authority on account of any amount paid as GST as a consequence of any supply made or deemed to be made or other matter or thing done under or in connection with this contract by the Grantor, a corresponding adjustment must be made as between the Grantor and the Grantee and any payment necessary to give effect to the adjustment must be made;
- (g) the Grantee must pay any amount it is required to pay under this clause in full and without deduction, despite any entitlement that it may have to a credit or offset however arising;
- (h) if any supply is made or deemed to be made to the Grantor by a third party, to the extent that the supply relates to the making of a supply or deemed supply by the Grantor under or in connection with this contract, the Grantor may obtain from the Grantee reimbursement of any part of the consideration for the supply made to it that is attributable to GST;
- (i) this clause does not apply to the extent that the Grantor is entitled to an input tax credit for the supply made or deemed to be made to it.

9 OUTGOINGS

The Grantee must pay in addition to the Fee, all rates, impositions and charges payable on or in respect of the Land, including, without limitation, land tax, municipal rates, sewerage and water rates which arise as a result of the existence of this Agreement, the rights of the Grantee under this Agreement or the presence of the improvements of the Trees or Forest Products on the Land, provided further:

- (a) such outgoings will be paid within 30 days of any invoice, notice or demand being provided to the Grantee;
- (b) if at any time the Grantee wishes to dispute the application of any such outgoings, the Grantor shall facilitate any such challenge provided all costs of such challenge are borne entirely (and appropriately secured) by the Grantee.

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10 GRANTEE'S OBLIGATIONS

10.1 Use of the Tree Crop Area

The Grantee will only use the Tree Crop Area for the planting, growing, maintenance and Harvesting of Trees, the production, extraction and removal of Timber Products and any ancillary activities.

10.2 Comply with Authorities

During the Term, the Grantee will comply with any and all Requirements and Statutes.

10.3 Obtaining Consents

The Grantee must obtain any and all necessary planning permissions, planning permits, building permits, , consents or like authorisations in relation to any use, activity or works carried out on the Land in connection with this Agreement, at the Grantee's cost.

10.4 Compliance with Environmental Requirements

The Grantee acknowledges that each and any activity undertaken by the Grantee on the Land shall generally be in accordance with, and otherwise not breach, the provisions, criteria or approaches set out in the Plantation Management Plan and the Environment Improvement Plan.

10.5 Water Supply Infrastructure

Subject to clauses 10.6, 10.7 and 10.8, the Grantee must not interfere with assets of the Grantor on the Land, including all Assets associated with the Water Supply to the Land.

10.6 Right to Harvest

The Grantee must provide to the Grantor not less than three months prior written notice of an intention to harvest the Trees on each of the two occasions such Harvest is permitted under this Agreement.

10.7 Reinstatement of Damage

Any costs of repair to any assets of the Grantor, including the Water Supply main to and within the Land, due to damage caused by the Grantee costs shall be met by the Grantee, provided however:

- (a) this clause shall not apply to damage that may occur in relation to so called "laterals" or other drippers and irrigation piping connected to the Water Supply main and the Grantor accepts that it shall be responsible for the repair and rectification of such piping or irrigation infrastructure.
- (b) in any case where there is such damage the Grantor may undertake such repairs or works and the Grantee shall be obliged to meet any demand for reasonable costs of such repairs or works to be reimbursed, with payment for such a request to be made within 14 days of the submission of any demand or invoice.

10.8 Reinstatement Obligations of the Grantee

At the completion of any Harvest and upon the expiration of the Term or any early termination of this Agreement, the Grantee shall be obliged:

- (a) to ensure any debris from Harvesting is, either removed from the Land or left entirely within the Tree Crop Area; and
- (b) further to restore any road, drainage, loading or work sites to a serviceable and reasonable condition having particular regard to the prevention of undue erosion or the loss of any site amenity.

10.9 Firebreak Costs

The Grantee will pay any costs incurred in clearing and in maintaining firebreaks as required by the Country Fire Authority or other regulatory body during the Term.

10.10 Continuing Obligations

The provision of this clause 10 shall survive any early termination or expiration of this Agreement.

10.11 Grantee's Maintenance Obligations

During the Term of the Agreement, and subject to clauses 10.7 and 10.8, the maintenance obligations of the Grantee are limited to those assets, such as fencing and the like, which the Grantee brings onto the Land pursuant to its rights under the Agreement.

11 GRANTOR'S OBLIGATIONS

11.1 Quiet Enjoyment:

The Grantee complying with its obligations under this Agreement shall and may peaceably make use of the Land for the purposes of this Agreement for the Term without any interruption or disturbance from the Grantor or any other persons.

This entire document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

11.2 Not Reduce Tree Crop Area

The Grantor shall not do anything to or on the Land, which would reduce the Tree Crop Area or the potential yield from the Tree Crop Area provided the Grantor shall suffer no liability to the Grantee in relation to a Force Majeure Event.

11.3 Assist Grantee

The Grantor shall execute any documentation and assist in any other reasonable manner, the Grantee to obtain any necessary permit or consent in respect of the development or use of the Land by the Grantee in accordance with this Agreement, provided the actual cost of any permit or consent will be met by the Grantee including an obligation to reimburse any costs incurred by the Grantor.

11.4 Not Graze Stock on Land

The Grantor shall not graze stock on the Land unless such is:

- (a) contemplated by the Environment Improvement Plan; or
- (b) with the written consent of the Grantee, which shall not be unreasonably withheld.

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11.5 Not Grant Mining Tenements

The Grantor shall not without the written consent of the Grantee, grant or consent to grant to any person a mining tenement on any part of the Land or any other right or interest which may prejudice the rights of the Grantee.

11.6 Keep Grantee Informed

The Grantor shall keep the Grantee advised of any matter of which the Grantor becomes aware which may threaten or cause damage to the Trees.

11.7 Provide Access to Grantee

The Grantor shall grant the Grantee during the Term full and free vehicular access to the Land, including the Tree Crop Area.

11.8 Water

The Grantor must allow the Grantee to use a reasonable amount of part of the Water Supply, as may be required, for fire control purposes and in any case for putting out any fire, provided however the Grantee is in no position, and does not undertake, to provide any particular volume of water or any ability to provide such water at a particular pressure.

12 WATER SUPPLY

12.1 Water Supply to the Trees

The Water Supply to be applied to the Trees by the Grantor to the amount of:

- (a) in respect of the Seymour ~~land~~ of not less than 200ML per year;
- (b) in respect of the Broadford ~~land~~ of not less than 120ML per year,

provided the parties may agree to increase these amounts either on a permanent basis or temporarily, subject to the ongoing obligation to comply with the Environment Improvement Plan and such Water Supply shall be applied at no additional cost to the Grantee.

12.2 Irrigation Infrastructure

The Grantor shall be responsible for the construction of the necessary pipes, pump, outlets, sprays or like infrastructure necessarily required for the irrigation of the Trees in accordance with the Environment Improvement Plan.

12.3 Maintenance of Irrigation Infrastructure

Except as otherwise provided in this Agreement, the Grantor shall be responsible for maintenance, repair and replacement of the irrigation infrastructure over the Term of this Agreement.

12.4 Environment Improvement Plan

The parties acknowledge and agree that the Water Supply must be applied to the Land, in accordance with the Environment Improvement Plan and, in any case where either of the parties wishes to depart from that Environment Improvement Plan, the parties must first agree in writing and further, prior to the implementation of any such change, obtain the necessary consent, acceptance or authorisation from the Environment Protection Authority to such change.

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12.5 Impact of Water Supply

The Grantee acknowledges that it has satisfied itself that the proposed volumes, content and method of application of the Water Supply will be satisfactory for the purposes of the Grantee in growing Trees pursuant to this Agreement and acknowledges that it will make no claim against the Grantor arising from or in relation to the Water Supply pursuant to the terms of this Agreement.

13 DANGEROUS SUBSTANCES

Except in accordance with the provisions of this Agreement neither party will during the Term, store or use any chemical, inflammable, noxious or dangerous substance on the Land in a manner which may be liable to cause damage to people, the Land, lands adjoining the Land, the Trees, the Water Supply, water courses on the Land or any livestock on the Land.

14 PLANTATION AND IRRIGATION MANAGEMENT

14.1 Plantation Management Plan

- ~~(a) The Grantee shall prepare, as required in consultation with the Grantor, a Plantation Management Plan detailing the manner in which the plantation is to be laid out, maintained, managed and operated, provided further: the first such Plantation Management Plan shall be prepared by the Grantee and delivered to the Grantor within three (3) months at the execution of this Agreement;~~
 This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.
- (b) whilst recognising the preparation of the Plantation Management Plan is principally the responsibility of the Grantee, the Grantor shall be entitled to raise issues of concern and make recommendations as to the content of the Plantation Management Plan and as a matter of a last resort treat the content of the plan as a disputed matter under the terms of this Agreement;
- (c) the Plantation Management Plan, applying from time to time, shall include effectively the Environment Improvement Plan, approved by the Environment Protection Authority;
- (d) the Plantation Management Plan may be varied over the course of this Agreement, at any time at the request of one or both of the parties, and with the consent of both of the parties and further, pursuant to clause 14.2;
- (e) the Plantation Management Plan forms part of this Agreement and each of the parties must conduct itself in accordance with the terms and requirements of the Plantation Management Plan, applying from time to time;
- (f) at any time where the Plantation Management Plan is modified a new, amended, written version of that Plantation Management Plan shall be expeditiously created by the Grantee and forwarded to the Grantor for acceptance, as the substituted Plantation Management Plan, for the purposes of this Agreement.

14.2 Reports

At least once in each year, before 15 August in the relevant year, the Grantee will provide written advice to Grantor as to the progress of the project in relation to the Plantation Management Plan, detailing the annual works program and may suggest any management changes or operations required taking into account:

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- (a) Irrigation;
- (b) Fire hazard and management;
- (c) Pest plant and animal management;
- (d) Tracks, access and fence maintenance and management; and
- (e) Other matters as appropriate;

and necessary modifications to the Plantation Management Plan must then be initiated in accordance with clause 14.1.

14.3 Environment Improvement Plan

In accordance with the requirements of any relevant EPA Guidelines, relating to the application of the Water Supply to the Land an Environment Improvement Plan shall be prepared by the Grantee, with the assistance of the Grantor, provided further:

- (a) the Environment Improvement Plan shall form part of the Plantation Management Plan;
- (b) the Environment Improvement Plan shall be completed as expeditiously as possible, and subject to any delays due to the Environment Protection Authority approval, **This completed within three (3) months of the date of this Agreement;**
- (c) the Environment Improvement Plan may similarly be amended from time to time, in accordance with clause 14.1, **for the sole purpose of enabling its implementation and may be amended generally, and Environment Act 1987. The document must not be used for any other purpose.**
- (d) the Environment Improvement Plan shall be modified in order to maintain compliance, from time to time, with EPA Guidelines or other relevant statute or regulation.

14.4 Annual program

On the first working day of September each year throughout the term, or such other date as agreed, the Grantee and Grantor must meet to:

- (a) consider any changes to the Plantation Management Plan and Environment Improvement Plan; and
- (b) jointly agree on the plantation works program to be developed by the Grantee and consider the proposed schedule for irrigation, which will be developed by the Grantor.

15 GRANTOR'S WARRANTIES

15.1 Exclusive Possession

The Grantor warrants that it possesses and occupies the Land as legal and beneficial owner to the exclusion of any and all other persons free and clear of all encumbrances other than the Encumbrances and no other person is in occupation of or is using the Land and there are no rights or claim of adverse possession subsisting in relation to the Land and no option to purchase or lease the Land has been granted to any person.

15.2 Claims and Notices

The Grantor warrants that it is unaware that any of the following is or are in existence, pending or outstanding in relation to against, or affecting the Land:

- (a) public rights of way or easements;
- (b) litigation or other proceedings which could have a material adverse affect on this Agreement or the Grantee's rights in respect of the Land.

16 ASSIGNMENT**16.1 Assignment**

The Grantor shall not unreasonably withhold or delay its consent to the Grantee assigning its interest in this Agreement provided:

- (a) the Grantee (or any proposed assignee) meets all costs of the Grantor in providing its consent to any such assignment;
- (b) the proposed assignee agrees to carry out the same commercial enterprise of Tree plantation in a manner to the satisfaction of the Grantor;
- (c) the proposed assignee is, in the reasonable opinion of the Grantor, solvent and capable of performing the Grantee's obligations under this Agreement; and
- (d) the proposed assignee executes an agreement substantially in the same form of this Agreement or enters into a new agreement in a form acceptable to the Grantor.

16.2 Continuing Obligations

The Grantee shall not, by reason of any assignment, be released from its obligations to comply with the Terms of the Agreement unless specifically so released by the Grantor.

17 TRANSFER OR ENCUMBRANCE OF LAND BY THE GRANTOR

The Grantor agrees to notify the Grantee in writing before selling, transferring, mortgaging, charging or otherwise encumbering or parting with possession to any other party of the Land or granting any interest (whether legal or equitable) or option in respect of the Land.

18 REDUCTION OF THE TREE CROP AREA**18.1 Reduction of Tree Crop Area**

The Tree Crop Area may be reduced upon the following basis:

- (a) at the agreement of the parties;
- (b) The Grantee may, by notice in writing, advise the Grantor of the proposed reduction of the Tree Crop Area if any part of the Tree Crop Area is not a Successful Growth Area.
- (c) due to a Force Majeure Event and provided the Grantee does not wish to attempt to re-establish any part or all of the Tree Crop Area which has been partially or totally destroyed.

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18.2 Re-establishment of Tree Crop Area

In any case where there has been a Force Majeure Event which has resulted in either partial or the total destruction of the Tree Crop Area, the Grantee must, within 30 days of the relevant event, advise the Grantor:

- (a) that it intends to re-establish the Tree Crop Area to its original area either to its original size or some modified size, less than the original Tree Crop Area; or
- (b) that the Grantee seeks to reduce the Tree Crop Area and such notification must include advice from the Grantee as to what the modified size of the Tree Crop Area, in the opinion of the Grantee.

18.3 Fee Reduction

In any case where the Tree Crop Area is reduced pursuant to this clause 18, the Fee will be proportionately reduced to reflect the reduction in the Tree Crop Area.

18.4 Rights upon Tree Crop Area Reduction

In any case where the Tree Crop Area is reduced, it is agreed:

- (a) the Grantee shall have no further rights in relation to that now excluded portion of the Tree Crop Area;
- (b) the Grantor may continue to apply the Water supply to the remaining Tree Crop Area in the same quantities previously applied to the former Tree Crop Area, provided there is continued compliance with the Environment Improvement Plan;
- (c) the Grantor may proportionally reduce the Water Supply to the remaining Tree Crop Area;
- (d) the Grantor may make any other use of the now excluded Tree Crop Area as it reasonably thinks fit, including other irrigation proposals.

19 TERMINATION

19.1 Grantee's Rights of Termination

The Grantee may terminate this Agreement by serving notice of termination in writing on the Grantor at any time after the occurrence of any one or more of the following events:

- (a) where due to a Force Majeure Event, the area of the Land available for the Tree Crop Area has:
 - (i) in respect of the Seymour Land fallen below 600 live tree stems per hectare, averaged over the Tree Crop Area for Seymour;
 - (ii) in respect of the Broadford Land fallen below 600 live tree stems per hectare, averaged over the Tree Crop Area for Broadford,

in which case any notice of termination will only apply to the Seymour Land or the Broadford Land, as applicable;

- (b) the Australian Government refuses to grant or renew any export licenses relating to woodchips as are necessary to enable the Timber Products to be exported or agrees to grant or renew any such export licenses but only on terms and conditions which are, in the reasonable opinion of the Grantee, unsatisfactory;

- (c) the first or second crop of Trees is destroyed;
- (d) the Grantor breaches a material provision of this Agreement and, after provision of a written notice from the Grantee notifying of such a breach, fails to either rectify that breach and in the case where such breach is not capable of remedy, the Grantor fails to make adequate compensation to the Grantee in respect of such breach,

provided in any case in seeking to rely upon the grounds for termination set out in this clause, the grantee, before it may rely upon such rights, must provide, to the satisfaction of the Grantor, accurate and complete evidence of the justification for the proposed termination.

19.2 Grantor's Right of Termination

This Agreement may be terminated by the Grantor serving notice of termination in writing on the Grantee, such notice being effective immediately, if the Grantee breaches any material provision of this Agreement and after having failed to remedy the breach within 30 days after service on it of a notice requiring it to remedy that breach or where that breach is not capable of remedy the Grantee fails to make adequate compensation to the Grantor in respect of such breach.

19.3 Effect of Early Termination by Grantee

- (a) If the Grantee elects to serve a notice of termination on the Grantor pursuant to clause 19.1, such notice may be expressed to be effective either at the expiration of 20 Business Days from the date that such notice was served on the Grantor or, if the Grantee considers in its discretion that it will be economically viable to harvest the Trees in the future, the notice may be expressed to be effective at the conclusion of the Harvest of the Trees.
- (b) If the Grantee serves a notice of termination on the Grantor which is expressed to be effective at the conclusion of the Harvest of the Trees then, until the conclusion of such Harvest, the Grantor and the Grantee must continue to observe and perform their respective obligations under this Agreement. At the conclusion of such Harvest, which shall be deemed to have occurred upon service of a notice on the Grantor by the Grantee certifying that the Harvest has been concluded, this Agreement shall be automatically terminated, except for clause 6.2 and clause 10.5.
- (c) If the Grantee serves a notice of termination on the Grantor which is expressed to be effective upon the expiration of 20 Business Days from the date that such notice was served on the Grantor then upon the expiration of the said 20 Business Days from the service of that notice, this Agreement shall be terminated.

19.4 Preservation of Rights

Termination of this Agreement under this clause shall be without prejudice to the rights of either party in respect of any antecedent matter or thing.

19.5 Termination Obligations

In any case where this Agreement is terminated, either pursuant to this clause 19 or otherwise under the Agreement, the Grantee shall still be obliged to complete its obligations regarding reinstatement of the Land as provided in clause 10, provided further:

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- (a) in any case where the Forest Product has not been Harvested, the ownership of the Trees shall be vested in the Grantor as the Grantor's absolute property, free from any rights in favour of the Grantee or any person claiming through the Grantee;
- (b) where any Forest Product has not been Harvested, the ownership in relation to any Carbon Credits shall be vested in the Grantor as the Grantor's absolute property, free from any rights in favour of the Grantee or any person claiming through the Grantee;

19.6 **Obligation on Reduction of Tree Crop Area**

In any case where the Tree Crop Area is reduced without termination of the Agreement, any Forest Product that has not been Harvested and any Carbon Credits having application to that now excluded area, shall be similarly vested to the Grantor on a proportional basis.

20 **INSURANCE**

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20.1 **Grantee's Insurance**

- (a) The Grantee will not maintain for the benefit of the Grantor any insurance over the Trees against any loss or damage and the Grantor shall make no claim in relation to the Trees or the insurance over them. If the Grantee in its absolute discretion chooses to effect insurance of the Trees the proceeds of any claim under that insurance will be used at the sole discretion of the Grantee.
- (b) The Grantee shall maintain a minimum of \$10,000,000 Public Liability Insurance in respect of the activities allowed under the Agreement on the land.

20.2 **Preservation of Insurance Policies**

Neither party will deliberately, maliciously or negligently do or allow anything which may result in:

- (a) any insurance held in respect of the Land, any adjoining property or the Trees becoming unenforceable; or
- (b) any increase in the premium payable in respect of that insurance.

20.3 **Keeping of Flammable Material**

Neither party will keep or use any flammable or otherwise hazardous material, or create or allow to exist or to continue any fire hazard on the Land, except to the extent that such material is reasonably required to be used in promoting the growth of or Harvesting the Trees.

21 **COMPLIANCE WITH STATUTES**

The Grantee and the Grantor will comply with any relevant legislation, subordinate legislation, law or other requirements in relation to any works, use and activities being carried out on the Land.

22 **WAIVER**

- (a) A waiver of a provision of or right under this Agreement is effective only if it is in writing signed by the party granting the waiver.

- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right does not preclude any other or further exercise of that right or the exercise of any other right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
- (e) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

23 NOTICES

23.1 Address for Notices

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All Notices must be:

- (a) in writing;
- (b) addressed to the recipient at the address or facsimile number set out below or to any other address or facsimile number a party may notice to the other:

(i) **This document is available for the sole purpose of its consideration and review as part of the planning process for the Planning and Environment Report 2010. The document must not be used for any purpose which infringes copyright.** GOLBURN VALLEY REGION WATER AUTHORITY
PO Box 185 Shepparton 3630
Attention: Chief Executive Officer
Facsimile No: 03 5831 1467

(ii) to the Grantee: EAST VICTORIA PLANTATION FOREST COMPANY OF AUSTRALIA PTY LTD
ACN 086 331 928

Address: 1 College Street Wendouree 3355

Attention: MANAGING DIRECTOR

Facsimile No: 03 53381181

- (c) sent to the recipient by hand, prepaid post (airmail if outside Australia) or facsimile; and
- (d) signed by a person duly authorised by the sender.

23.2 Time of Receipt

Without limiting any other means by which a party may be able to prove that a Notice has been received by another party, a Notice will be deemed to be duly received:

- (a) if sent by hand, when left at the address of the recipient;

- (b) if sent by pre-paid post, 5 days (if posted within Australia to an address in Australia) or 10 days (if posted from one country to another) after the date of posting; or
- (c) if sent by facsimile, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number;

However, if a Notice is received on a day which is not a Business Day, or is received after 5.00pm on any Business Day, that Notice will be deemed to be duly received at 9.00am on the first Business Day after that day.

24 COSTS AND EXPENSES

24.1 Legal Costs

Each party must bear its own costs of preparing and executing this Agreement.

24.2 Stamp Duty

The Grantee must pay all stamp duty on this Agreement and on any document executed to give effect to this Agreement.

25 ENTIRE AGREEMENT

This Agreement (together with any documents referred to in this Agreement or executed simultaneously in connection with this Agreement) comprises the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations and correspondence.

Copied document to be made available for the sole purpose of enabling its use with any documents referred to in this Agreement or executed simultaneously in connection with this Agreement. With respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations and correspondence. This document is for copyright purposes which may breach any copyright.

26 JOINT AND SEVERAL LIABILITY

If a party comprises two or more persons, the provisions of this Agreement binding that party bind those persons jointly and severally.

27 GENERAL

27.1 No Partnership

This Agreement does not create or evidence a partnership between the parties, nor does it empower either party to act as agent of the other.

27.2 Severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in full force and effect.

28 TIME OF ESSENCE

Time is of the essence for the purposes of any time limit specified in this Agreement.

29 AGREEMENT BINDS SUCCESSORS

This Agreement will apply to the Grantee's and Grantor's executors, administrators and assigns or for a corporation, to its successors and assigns as if they were parties to it.

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30 GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of Victoria.

31 JURISDICTION

- (a) Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria.
- (b) Each party agrees that any document required to be served may be served in the manner in which Notices may be given under clause 22.

32 DISPUTE RESOLUTION

- (a) In any case where either of the parties considers there is a matter in dispute which should be referred to the mechanisms provided under this clause, that party shall serve a notice of dispute ("**Notice**") upon the other party which sets out the nature of the dispute and which requests that the issue be referred to the Dispute Panel, as provided under this clause.
- (b) The party receiving the Notice shall be obliged to respond to the other party, in writing, within fourteen (14) days of receipt of the Notice, such response including the responding parties views as to the nature of the dispute and any other relevant aspects in respect of that dispute.
- (c) Within thirty (30) days of the service of the Notice the parties shall be obliged to establish a dispute panel ("**Dispute Panel**"):
 - (i) consisting of at least two members;
 - (ii) with each party appointing an equal number of members; and
 - (iii) such dispute panel shall meet within thirty (30) days of the Notice or within any other period agreed by the party.

Any unanimous decision of the Dispute Panel shall be binding on the parties, however, if the Dispute Panel fails to reach a decision on the matter or one or both of the parties refuses to participate in this process, the dispute may be resolved by mediation or arbitration if the parties so agree or by recourse to the Courts.

- (d) The Dispute Panel process does not prevent any party from obtaining any injunctive, declaratory or interlocutory relief from a court which may be urgently required.
- (e) Notwithstanding the existence of any dispute, the parties must continue to perform their respect obligations under this Agreement. The parties acknowledge that, if the Grantee owes money to the Grantor and the matter becomes subject to a dispute, including the operation of this clause, the Grantee must continue to pay the Fee in accordance with this Agreement until such time as the matter is resolved.

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EXECUTED as a Deed on the 5 day of March 2003

THE COMMON SEAL of the GOULBURN VALLEY REGION WATER AUTHORITY was hereto affixed in the presence of:



Chairman [Signature]

Member [Signature]

Secretary [Signature]

THE COMMON SEAL of EAST VICTORIA PLANTATION FORESTRY COMPANY OF AUSTRALIA PTY LTD ACN 086 331 928 was affixed in the presence of authorised persons:



Director [Signature]

KEI INOSHITA Full name

20 Midlands Drive Ballarat Vic 3350 Usual address

[Signature] *Director/secretary *Delete whichever is inapplicable

TAKUYA TOMINAGA Full name

151 Percy Street, Portland, VIC 3305 Usual address

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SCHEDULE TWO
Plan of the Land - Seymour & Broadford (Incorporating the Tree Crop Areas)

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Broadford Dimensioned - The Land Affected for Registration Purposes

The shaded parcel describes the boundaries within which eucalypt plantation has been established under legal agreement with the East Victoria Plantation Forest Company of Australia Pty Ltd, in 2003.

The agreement states that the land is leased for tree growing for 20 years, plus or minus four years, from time of establishment.

For further details contact EPFL in Ballarat, Victoria on Phone 03 53 381 118

Location of Land
Shire Broadford
Parish Broadford
CA 25, Vol 10177, Folio 595

Checked By _____
Date ____/____/____
Assistant Registrar of Titles

ADVERTISED PLAN



LENGTHS ARE IN METRES

SCALE 1 : 10 000

SHEET SIZE A3

Plan Prepared by Treecorp for EPFL, using GPS Field Survey and Arcview GIS
Sheet 1 of 1 Sheets being Schedule 3 - GVM, Broadford WMF FPA

Title Plan Endorsed by
Landholder _____ Date _____

Location of Land
 Shire Mitchell
 Parish Tallarook
 CA 43C (PT), Vol 09832, Fol 228
 CA 44A1, Vol 09832, Fol 229
 CA 44B, Vol 09832, Fol 230
 CA 45A1, Vol 09832, Fol 231
 CA 45A2, Vol 09832, Fol 232
 CA 45B1, Vol 09832, Fol 233
 CA 45B, Vol 09832, Fol 234

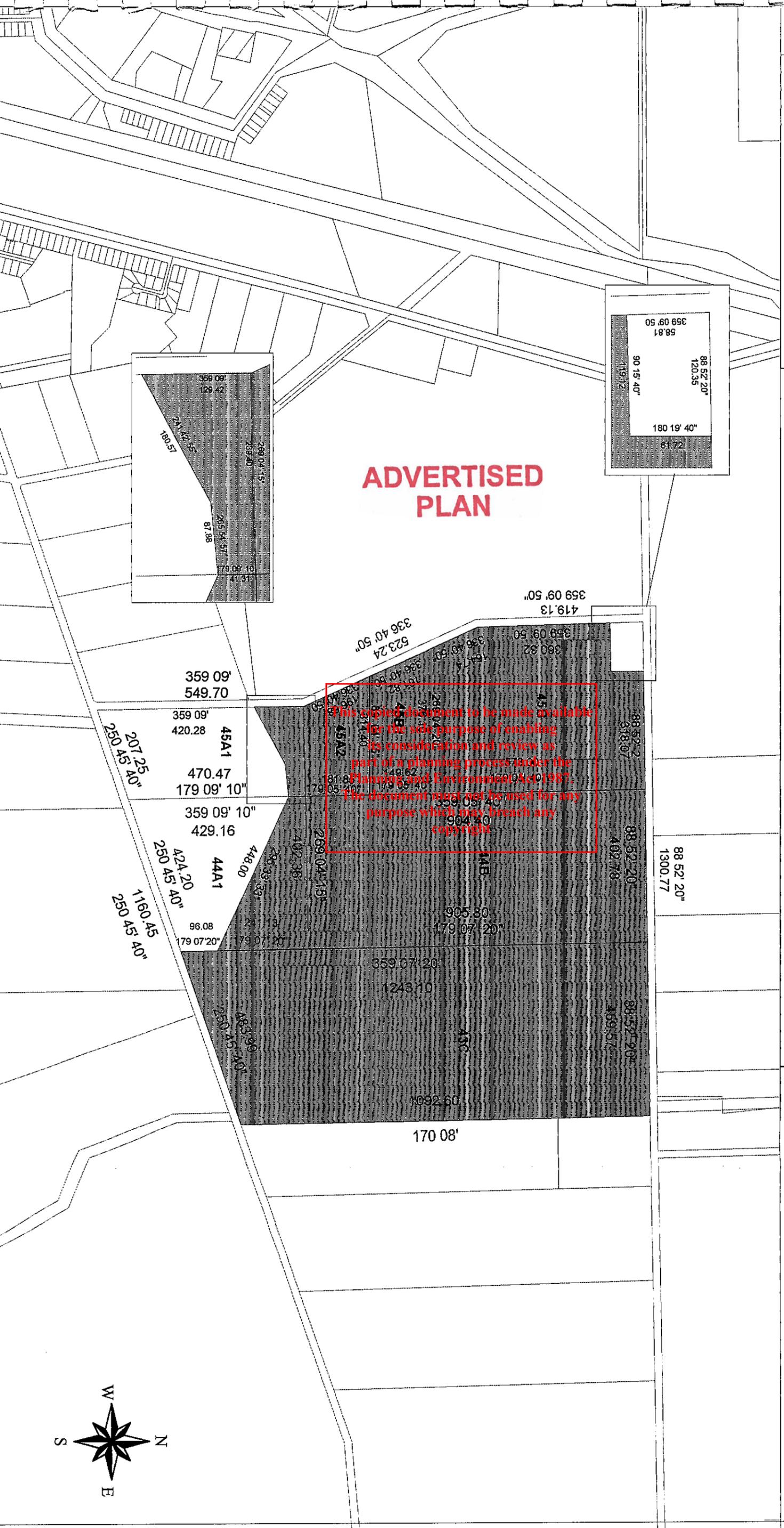
Seymour Dimensioned - The Land Affected for Registration Purposes

The shaded parcel describes the boundaries within which eucalypt plantation has been established under legal agreement with the East Victoria Plantation Forest Company of Australia Pty Ltd, in 2003.

The agreement states that the land is leased for tree growing for 20 years, plus or minus four years, from time of establishment.

For further details contact EPFL in Ballarat, Victoria on Phone 03 53 381 118

Checked By _____
 Date ____/____/____
 Assistant Registrar of Titles

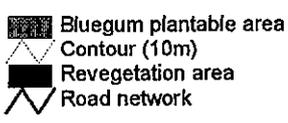


LENGTHS ARE IN METRES	SCALE 1 : 10 000	SHEET SIZE A3	FILE No. 26	Title Plan Endorsed by _____	Date _____
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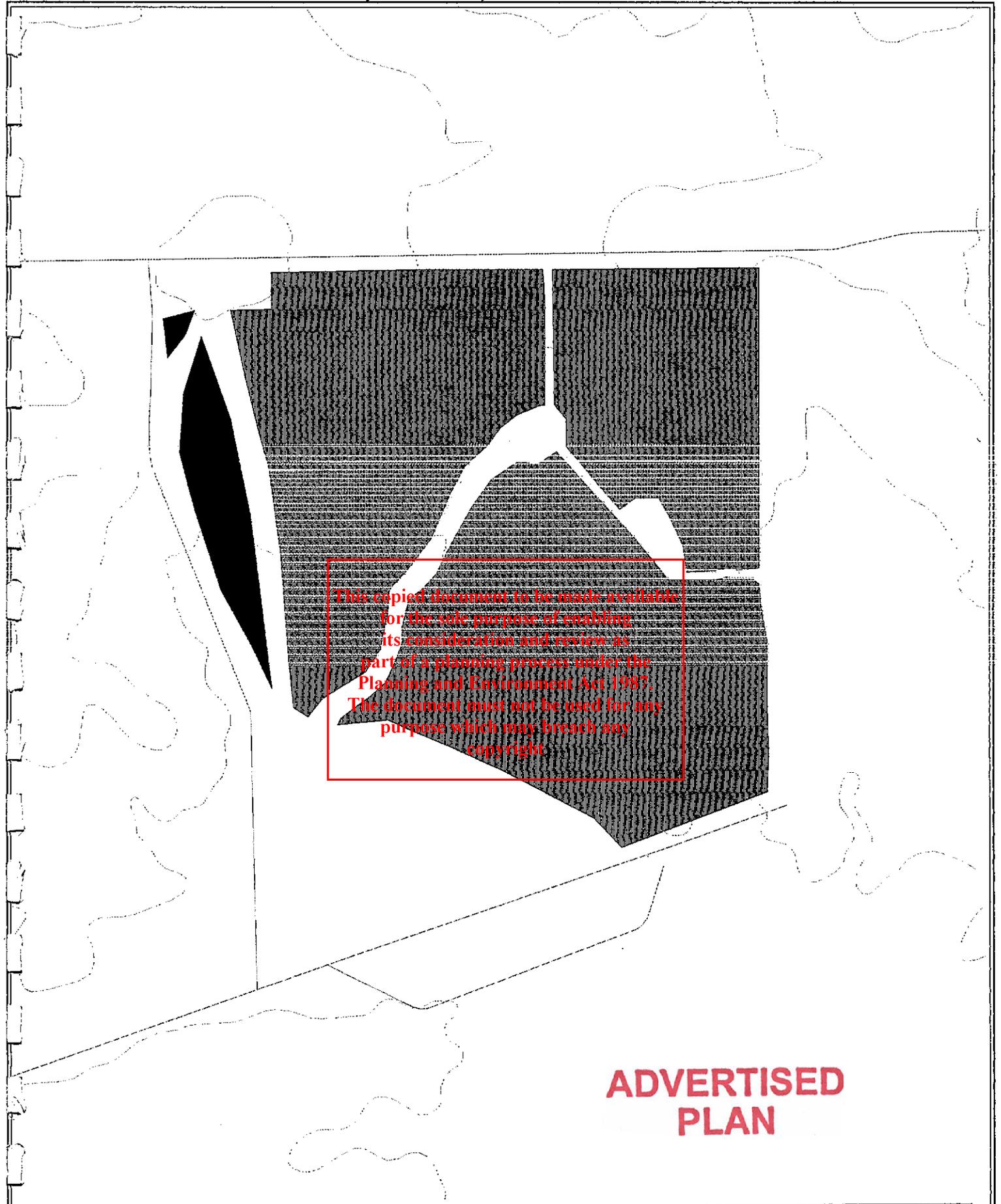
Plan Prepared by Treecorp for EPFL, using GPS Field Survey and Arcview GIS
 Sheet 1 of 1 Sheets being Schedule 3 - GVV, Seymour WMA FPA

Broadford Shape - The Land

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EPFL 2003 GVW Broadford WMF TREE CROP AREA 36 Hectares 22/11/2002	 <ul style="list-style-type: none">Bluegum plantable areaContour (10m)Revegetation areaRoad network	1 : 10,000	
--	---	------------	---

Seymour Shape - The Land



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EPFL 2003
GVW Seymour WMF
TREE CROP AREA 104 Hectares
25/11/2002

-  Contour (10m)
-  Road network
-  Revegetation area
-  Bluegum plantable area

Scale 1 : 10,000



Appendix H

Reuse Irrigated Private Plantations Project

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Reuse Irrigated Private Plantations Project Planting and Infrastructure Assistance Agreement

The Secretary to the Department of Sustainability and Environment

Goulburn Valley Water, 104-110 Fryers Street Shepparton Victoria 3632



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CONTENTS

PRELIMINARY	ERROR! BOOKMARK NOT DEFINED.
1. AUTHORISING PROVISIONS	1
2. INTERPRETATION	1
2.1 Definitions	1
2.2 Rules for interpreting this document	2
3. COMMENCEMENT AND DURATION	ERROR! BOOKMARK NOT DEFINED.
4. COMMENCEMENT AND DURATION	2
RIGHTS AND OBLIGATIONS OF THE SECRETARY	3
5. TO PROVIDE ASSISTANCE	3
6. TO GIVE ADVICE	3
7. TO TAKE ACTION IF THE OWNER DEFAULTS	4
RIGHTS AND OBLIGATIONS OF OWNER	4
8. TO OWN THE TREES	4
9. WARRANTY OF OWNER	4
10. TO GRANT ACCESS	5
11. TO ESTABLISH AND MANAGE THE TREES	5
12. TO REPLANT TREES	6
13. TO INVOICE THE SECRETARY	6

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14.	TO REFRAIN FROM CERTAIN ACTIONS	7
15.	TO REPORT TO THE SECRETARY	7
16.	TO FOLLOW SECRETARY'S ADVICE	7
	JOINT RIGHTS AND OBLIGATIONS	7
17.	STATEMENT OF PROGRESS	7
20.	TO COMPLY WITH LAWS AND AGREEMENT	8
21.	TO CO-OPERATE AND LIAISE	8
	IMPLEMENTATION	8
22.	AMENDMENTS OR VARIATION	8
23.	TERMINATION	9
24.	DISPUTE RESOLUTION	9
25.	NOTICES	10
26.	GST	10
27.	GENERAL	11
27.1	Governing law	11
27.2	Liability for expenses	11
27.3	Giving effect to this agreement	11
27.4	Waiver of rights	11
27.5	Operation of this agreement	11
27.6	Consents	12
27.7	Counterparts	12

SCHEDULE A	14
SCHEDULE B – FINANCIAL ASSISTANCE	18
SCHEDULE C - THE SITE	19
SCHEDULE C - THE PLAN	21

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**RE-USE IRRIGATED PRIVATE PLANTATIONS
PLANTING AND INFRASTRUCTURE ASSISTANCE AGREEMENT**

**DATE
PARTIES**

**The Secretary to the Department of Sustainability and Environment (the "Secretary")
Goulburn Valley Water (ABN 84 578 076 056), 104-110 Fryers Street Shepparton Victoria 3632 (the
"Owner")**

RECITALS

1. Section 68 of the *Conservation, Forests and Lands Act 1987* and section 20(b) of the *Forests Act 1958* together empower the Secretary, with the Minister's approval, to provide assistance for the establishment of plantations of trees and for harvesting timber crops.
2. The Minister for Environment and the Minister for State and Regional Development have approved the Re-use Irrigated Private Plantations Project to provide assistance to install and operate infrastructure, and to plant, maintain and harvest trees on private land.
3. Section 69 of the *Conservation, Forests and Lands Act 1987* (the "Act") further empowers the Secretary to enter into an agreement for the purpose set out in Recital 1.
4. The Secretary and the Owner wish to enter into such an agreement on the terms set out below.

OPERATIVE PROVISIONS

PRELIMINARY

1. AUTHORISING PROVISIONS

This Agreement is made under section 69 of the Act.

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2. INTERPRETATION

2.1 Definitions

The following definitions apply in this agreement.

"**Land**" means:

*Lot 1 on Plan of Subdivision No. 80075 in Certificate of Title Volume 9117 Folio 376,
Crown Allotment 44B in Certificate of Title Volume 9832 Folio 230,
Crown Allotment 45A1 in Certificate of Title Volume 9832 Folio 231,
Crown Allotment 44A1 in Certificate of Title Volume 9832 Folio 229,
Crown Allotment 45B1 in Certificate of Title Volume 9832 Folio 233,
Crown Allotment 45A2 in Certificate of Title Volume 9832 Folio 232, and
Lot 2 on Plan of Subdivision No. 428369N in Certificate of Title Volume 10497 Folio 137.*

"**Site**" means the site designated in Schedule C.

"**tree**" means any tree from time to time planted at the Site during the operation of this agreement.

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“wastewater” means any nutrient-rich water applied to or derived from the Site.

“infrastructure” means any structure at the Site used for the storage, irrigation or drainage of wastewater

2.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that the rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word “**agreement**” includes an undertaking or other binding arrangement or understanding, whether or not in writing.

3. COMMENCEMENT AND DURATION

This agreement commences on the day it is executed and remains in force either:

- (a) for 5 years; or

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- (b) if it is earlier, until the date on which either:
 - (i) the harvesting of all planted trees is complete; or
 - (ii) the agreement is terminated in accordance with clause 22.

RIGHTS AND OBLIGATIONS OF THE SECRETARY

4. TO PROVIDE ASSISTANCE

4.1 Subject to this clause, the Secretary must provide financial assistance to the Owner to:

- (a) establish and maintain trees on the Site; and
- (b) install and operate irrigation infrastructure on the Site

calculated in accordance with Schedule B.

4.2 Before making any payment under sub-clause 4.1, the Secretary must be satisfied that:

- (a) the Owner has substantially complied with Part 3 of Schedule A; and
- (b) three months have elapsed since the last of the trees was planted.

4.3 Subject to sub-clause 4.4, the Secretary must pay the amount of any invoice duly prepared by the Owner in accordance with sub-clause 14.1, within 30 days after receiving it.

4.4 The Secretary may withhold some or all of the financial assistance until the Secretary is satisfied that the Owner has complied with sub-clause 11.2.

5. TO GIVE ADVICE

The Secretary may, from time to time, give reasonable advice to the Owner about:

- (a) the management, use, development, preservation or conservation of the Site;
- (b) the operation of waste water disposal infrastructure; and
- (c) the planting, maintenance, thinning, pruning or harvesting of the trees,

for the purposes of this Agreement.

Commented [r1]: do we require a sub-clause regarding the infrastructure and management of wastewater

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6. TO TAKE ACTION IF THE OWNER DEFAULTS

- 6.1 **If the Owner fails to perform or observe any obligation of the Owner under this agreement, the Secretary may, without prejudicing any other remedy, give written notice to the Owner which:**
- (a) give details of the Owner's default; and
 - (b) requires the Owner to remedy the default within such reasonable time (being not less than two days) as the Secretary specifies in the notice.
- 6.2 **If the Owner does not remedy the default within the time specified in the notice, or any longer time allowed by the Secretary, the Secretary may take proceedings to enforce the obligation which the Owner has failed to perform or observed and recover the Secretary's reasonable costs from the Owner, on demand.**
- 6.3 **If the default persists, or the Owner fails to pay any amount demanded by the Secretary under sub-clause 6.2, the Secretary may, by notice in writing, require the Owner to pay the Secretary, within 60 days after the date of the notice, such amount, not exceeding the maximum amount specified in Schedule B, as the Secretary reasonable considers to be the cost to the Secretary of the assistance provided by the Secretary under this agreement.**
- 6.4 **The Owner must pay interest on any money payable under sub-clause 6.2 or 6.3 which is outstanding, at the rate from time to time prescribed under section 2 of the *Penalty Interest Rates Act 1993*.**

RIGHTS AND OBLIGATIONS OF OWNER

7. TO OWN THE TREES AND INFRASTRUCTURE

The Owner holds the rights to:

- (a) all wood, seed and foliage harvested from the site; and
- (b) the infrastructure at the Site.

8. WARRANTY OF OWNER

The Owner warrants that:

- (a) the Owner is the registered proprietor of the Land; and
- (b) the Land is in the sole possession of the Owner; and
- (c) no person, other than a person who has executed the Consent at the foot of this agreement, has any interest in the Land.

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9. **TO GRANT ACCESS**

The Owner hereby grants to the Secretary, for the duration of this agreement, a licence to enter the Land by such route as may be from time to time agreed between them, and to temporarily occupy the Site, for the purpose of:

- (a) providing the assistance referred to in clause 4, and inspecting the Site, infrastructure and the trees; and
- (b) executing any other right or performing any other obligation of the Secretary under this agreement.

10. **TO ESTABLISH AND MANAGE THE TREES**

10.1 **The Owner must:**

- (a) either:
 - (i) obtain a planning permit to plant the trees on the Site; or
 - (ii) if a planning permit is not required, forward a Plantation Development Notice to the relevant local council, in relation to the Site, as required by item 3.1.2.1 of the Code of Forest Practices for Timber Production.
- (b) use the Owner's best endeavours to:
 - (i) apply the establishment and management principles set out in Part 1 of Schedule A; and
 - (ii) meet the management requirements set out in Part 2 of Schedule A when managing and harvesting the trees, while this agreement is in force; and
- (c) comply with each establishment requirement for the trees, set out in Part 3 of Schedule A.

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-
- 10.2 Subject to sub-clause 26.2, the Owner must meet all the costs of establishing and managing the trees, except for the amount of any financial assistance provided by the Secretary under sub-clause 4.1.
11. **TO REPLANT TREES**
- 11.1 The Secretary and the Owner must jointly inspect the trees upon the expiration of three months after the last tree is planted.
- 11.2 If at the time of inspection, 10% or more of the trees have died, the Owner must promptly replace those trees if the Secretary determines that replacing those trees is commercially feasible.
12. **TO INSTATE AND MAINTAIN INFRASTRUCTURE**
- 12.1 **The Owner must:**
- (a) obtain approvals from the relevant authority to meet all planning and construction obligations;
 - (b) install or construct infrastructure;
 - (c) maintain infrastructure during normal operating life and for at least 5 years from installation date; and
 - (d) if necessary, replace infrastructure items that cease to function within 5 years from installation,
- for all infrastructure items set out in Part 3 of Schedule A.
- 12.2 Subject to sub-clause 26.2, the Owner must meet all the costs of installing, operating and maintaining the infrastructure, except for the amount of any financial assistance provided by the Secretary under sub-clause 4.1.
13. **TO MANAGE WASTEWATER**
- 13.1 The Owner must:
- (a) either:
 - (i) comply with any current and future EPA licence or works approval; or
 - (ii) if a licence or works approval is not required, comply with EPA publication 464.2, "Use of Reclaimed Water" or amendment
 - (b) use the Owner's best endeavours to:
 - (i) apply the establishment and management principles set out in Part 1 of Schedule A; and

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(ii) meet the management requirements set out in Part 2 of Schedule A

14. TO INVOICE THE SECRETARY

14.1 Subject to this clause, the Owner may prepare and give to the Secretary an invoice for the financial assistance referred to in, and calculated in accordance with, sub-clause 4.1

14.2 The Owner must not give the Secretary an invoice under sub-clause 14.1 before:

- (a) the Owner has complied with each establishment requirement set out in Part 3 of Schedule A; and
- (b) a joint inspection has been conducted as per sub-clause 11.1.

15. TO REFRAIN FROM CERTAIN ACTIONS

The Owner must not:

- (a) use the Site for any purpose that will significantly adversely impact the infrastructure management of tree growing activity,

without obtaining the Secretary's prior written consent.

16. TO REPORT TO THE SECRETARY

16.1 The Owner must promptly give written notice to the Secretary of:

- (a) the outbreak of any arboreal disease which significantly affects, or may significantly affect the health of some or all of the trees; or
- (b) the occurrence of fire, flood, drought or any other event which does or may cause damage to some or all of the trees.

16.2 If the Owner enters into any forest property agreement under the *Forestry Rights Act 1996*, with respect to some or all of the trees, the Owner must promptly give the Secretary written notice setting out the details of that agreement.

17. TO FOLLOW SECRETARY'S ADVICE

The Owner must give effect to any advice given by the Secretary under clause 5 or provide prompt written explanation if unable to act in accordance with this advice.

JOINT RIGHTS AND OBLIGATIONS

18. STATEMENT OF PROGRESS

The Secretary and the Owner must together prepare a statement about the condition of the trees, in a form satisfactory to the Secretary, upon the expiration of 12 months after the last tree is planted.

Commented [r2]: this one's interesting – perhaps it should read 'that will significantly adversely impact the infrastructure or timber growing activity

19. **TO COMPLY WITH LAWS AND AGREEMENT**

Each party must carry out or perform any duty, function or power referred to in this agreement in accordance with this agreement, the Act, the Code of Forest Practice and all relevant laws.

20. **TO CO-OPERATE AND LIAISE**

Each party will co-operate and liaise with the other as much as possible to ensure that this agreement operates effectively throughout its term.

IMPLEMENTATION

21. **AMENDMENTS OR VARIATION**

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- 21.1 This agreement may be amended or varied in writing, signed by each party.
- 21.2 If a party wishes to negotiate a change or addition to this agreement, including any matter not expressly dealt with in this agreement, it may give the other party written notice of the fact with full details of any changed circumstances and any proposed change or addition.
- 21.3 Within 14 days after a party receiving a notice given under sub-clause 21.1 or such longer period as is agreed between the parties, the parties must enter into good faith negotiations, having regard to all factors relevant to the proposed change or addition.
22. **TERMINATION**
- 22.1 The parties may agree to terminate this agreement in writing, signed by each party.
- 22.2 Without limiting sub-clause 22.1 the parties might agree to terminate this agreement if for some reason not mentioned in this agreement, trees can no longer be maintained, thinned, pruned or harvested by or on behalf of the Owner under the terms of this agreement.
23. **DISPUTE RESOLUTION**
- 23.1 This clause applies to a difference or dispute between the parties about the meaning of any provision of this agreement.
- 23.2 A dispute or dispute arises at a time when one party notifies the other party in writing that there is a difference or dispute about a matter specified in the notice.
- 23.3 If any difference or dispute arises between the parties, they agree to seek, in good faith, to resolve the matter themselves.
- 23.4 If the parties have not resolved a difference or dispute within 21 days after it arises, either party may give written notice to the other requiring the matter to be determined by the referee, if it is not otherwise resolved within 21 days after that notice.
- 23.5 **The referee is a person or persons:**
- (a) nominated jointly by the parties; or
 - (b) if the parties cannot agree, nominated by the President of the Victorian Division of the Institute of Foresters, Australia,
- who must decide the matter.

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- 23.6 Any decision made by the referee is binding on the parties for all purposes.
- 23.7 Unless the referee otherwise determines, each party to a dispute must bear its own costs of proceedings before the referee.

24. **NOTICES**

- 24.1 A notice, consent or other communication under this agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- 24.2 A party's address and fax number are those set out below, or as the person notifies the sender:

The Secretary

Department of Sustainability and Environment
8 Nicholson Street
East Melbourne 3002

Facsimile: 9637 8126

The Owner

*Goulburn Valley Water
104-110 Fryers Street
PO Box 185
Shepparton Victoria 3632*

Facsimile: (03) 5831 1467

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25. **GST**
- 25.1 The financial assistance includes any GST which the Owner may be liable to pay in relation to a taxable supply being made by the Owner to the Secretary under or in connection with this agreement.
- 25.2 The Owner must, if requested by the Secretary, give the Secretary a tax invoice in respect of any payment of some or all of the financial assistance, before the Secretary makes that payment to the Owner.
- 25.3 If any adjustment is to be made to the financial assistance, the Owner must, if requested by the Secretary, give the Secretary an adjustment note in respect of the adjustment, before the adjustment is made.
- 25.4 In this clause "financial assistance" means the financial assistance calculated in accordance with Schedule B.

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26. **GENERAL**

26.1 **Governing law**

- (a) This agreement is governed by the law in force in Victoria;

26.2 **Liability for expenses**

- (a) Each party must pay its own expenses incurred in negotiating, executing, signing and stamping this agreement.

26.3 **Giving effect to this agreement**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this agreement.

26.4 **Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (b) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (c) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (d) the exercise of a right does not prevent any further exercise of that right or of any other right.

26.5 **Operation of this agreement**

- (e) This agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.
- (f) Any right that a person may have under this agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (g) Any provision of this agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this agreement enforceable, unless this would materially change the intended effect of this agreement.

26.6 **Consents**

Where this agreement contemplates that the Secretary may agree or consent to something (however it is described), the Secretary may:

- (a) agree or consent, or not agree or consent, in the Secretary's absolute discretion; and
- (b) agree or consent subject to conditions,

but must do so reasonably, unless this agreement expressly provides otherwise.

26.7 **Counterparts**

This agreement may be executed in counterparts.

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EXECUTED as a deed.

BY AUTHORITY, the **SEAL** of **THE SECRETARY
TO THE DEPARTMENT OF SUSTAINABILITY
AND ENVIRONMENT** was affixed to this document on
the day of
in the presence of:

Signature of witness

Name of witness

SIGNED, SEALED and **DELIVERED** by
Goulburn Valley Water in the presence of:

Signature of witness

Signature(s) of Owner(s)

Name of witness

CONSENT

We consent to the Agreement set out above.

[Provide execution clauses for each mortgagee, caveator or other person having an interest in the Land, other than the Owner].

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**SCHEDULE A
PART 1 - ESTABLISHMENT AND MANAGEMENT PRINCIPLES**

1. Project Objectives

The objective of the Re-use Irrigated Private Plantations Project is to promote the establishment of plantations based on efficient and sustainable utilisation of nutrient-rich wastewater. These plantations will provide significant water quality benefits and forest industry growth.

2. Establishment Objectives

The object of the establishment requirements set out in Part 3 of this Schedule is to maximise the survival and growth of trees within realistic commercial cost constraints, and to list the infrastructure items to be instated at the site.

Key establishment elements are:

- (a) to plant vigorous healthy seedlings, in soils containing appropriate moisture reserves; and
- (b) to suppress weeds, being any plants other than those planted, in close proximity to the seedlings for two years after planting.

3. Management Objectives

The object of the management requirements set out in Part 2 of this Schedule is to maximise the quantity and quality of forest products produced and optimise the application of nutrient-rich wastewater.

Key management elements are:

- (h) to undertake management practices appropriate to the timber, soil and water objectives from the Owner's plan set out in Schedule D. Practices should:
 - ~ enhance the growth and characteristics of target trees, and their utilisation as forest products
 - ~ use and maintain irrigation infrastructure for the long-term application of nutrient-rich wastewater to plantation trees
 - ~ protect the future use of the site and any area influenced by the site, from biophysical restrictions that result from the application of nutrient-rich wastewater

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- (c) to undertake other sound management practices, such as maintaining fire breaks and monitoring for and controlling pests and diseases.

PART 2 – MANAGEMENT REQUIREMENTS

1. Tree Management

Trees should be managed in accordance with all statutory planning requirements and any relevant Code of Practice so that:

- (a) for plantations grown predominantly for sawlogs, the site is thinned to below 500 stems per hectare by age 15 and tree harvesting undertaken by age 50, or;
- (d) for plantations grown predominantly for pulp, tree harvesting is undertaken by age 20, or;
- (e) for plantations grown predominantly for firewood, tree harvesting is undertaken by age 20, or;
- (f) for plantations grown predominantly for other forest products, tree or foliage harvesting is undertaken by age 10.

2. Wastewater management

Wastewater should be managed such that:

- (g) the requirements of current or future EPA works approvals, licences, Environment Improvement Plans and guidelines are compiled with, and;
- (h) wastewater is applied annually to the trees at a rate of at least 1 megalitre per hectare.

3. Infrastructure Management

Infrastructure should be managed for a period of at least 20 years such that items listed in Part 3 of Schedule A are:

- (i) utilised for the purpose of the storage, application and drainage of wastewater at the site; and
- (j) maintained in operating order, or if necessary replaced with items that can be operated.

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PART 3 – ESTABLISHMENT REQUIREMENTS

1. Tree Specifications

The trees must comply with the following specifications:

Quantity	Provenance/Seedlot	Species	Seedling supplier
39,825	Yeodene	<i>Eucalyptus globulus</i>	Bacchus Marsh
75,800	VRD33	<i>Eucalyptus globulus</i>	ERA

2. Planting Lines

The Owner must ensure:

- (a) all weeds and other vegetation have been removed for a distance of at least 50 centimetres on either side of each planting line, at the time trees are planted.

3. Spacing

- 3.1 Subject to item 3.2, the Owner must ensure that seedlings are spaced at 4x2.25 metres apart to provide a density of 1,100 trees per hectare.
- 3.2 The Owner will be deemed to have complied with item 3.1 if the average density of trees on each hectare is not more than 100 trees more or less than the density specified in item 3.1.

4. Fencing

The Owner must erect and maintain adequate fencing around the Site, to ensure that domestic stock is excluded from the Site at all times.

5. Soil Preparation

- 5.1 Before planting, the Owner must ensure that each planting line:
- (a) has been deep-ripped to an average depth of 60 cm; and
- (b) has been either or both of cultivated and mounded, in accordance with the following requirements.

5.2 *Planting lines to be cultivated and mounded.*

6. Vermin Control

None

7. Weed Control

Knockdown and residual herbicide to be applied to planting lines prior to planting.

8. Infrastructure Items

The owner must install or construct each of the following items according to design specifications and ensure they are fully operational.

- ~ *Pump station including pumps (2x 75KW), valves and sandfilter*
- ~ *Mainlines and submains*
- ~ *UHF controller*
- ~ *Flowmeters*
- ~ *Constructed drains*

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**SCHEDULE B
FINANCIAL ASSISTANCE**

1. Financial assistance

Financial assistance payable under sub-clause 4.1 of the agreement must be calculated at:

- 1.1 the rate of \$330 per hectare of trees planted, up to a maximum amount of \$34,320; and
- 1.2 the rate of \$550 per hectare of trees planted, up to a maximum amount of \$57,200, or the full amount of infrastructure costs, whichever is the lesser.

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**SCHEDULE C
SITE**

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**SCHEDULE D
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