Strategic Impact Assessment
Lessons from Melbourne

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Overview

Background
• Melbourne’s Strategic Approval

Challenges and lessons
• Implementation: who does what and who pays?
• Engagement
• Costs and benefits: who wins, who pays, is it fair?
Melbourne’s Strategic Approval

- Endorsement of Program Report
- Approval of actions and classes of actions
- Conditions – “in accordance with” Program Report and prescriptions (Sub-regional Species Strategies?)
- Approval regardless of whether you wanted it or needed it
- No further EPBC Act approval required
Key elements

- Program Report
- Conservation Areas
- Biodiversity Conservation Strategy (BCS), Sub-regional Species Strategies (SRSS) and prescriptions
  - Conservation Areas
  - When clearing of habitat is and is not permitted
  - Offsets for permitted clearing - Compensatory Habitat Fees
- Conservation Management Plans
  - Management of Conservation Areas
  - Implement the prescriptions and Sub-regional Species Strategies
  - Funded by Compensatory Habitat Fees
Implementation of Conservation Management Plans

Proposal

- Where works may “impact on” a Conservation Area: permit condition to implement CMP before issue of a statement of compliance and into the future (on-title agreement)
- Future (unknown timeframe) agreement in relation to reimbursement for CMP works
- Future (unknown timeframe) transfer to unknown public land manager

Questions

- When will costs be reimbursed?
- How much will be reimbursed?
- When do obligations end?

Certainty of implementation obligations, not just certainty of developable area and environmental outcomes to be achieved
## Compensatory Habitat Fees

<table>
<thead>
<tr>
<th>Species</th>
<th>Justification</th>
<th>Growth Area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Golden Sun Moth</strong></td>
<td>“The moth occurs in native and non-native grassland (including areas of noxious weeds)” therefore all non-native vegetation deemed to be “confirmed habitat”</td>
<td><strong>West</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>All areas of vegetation except native vegetation patches and mapped GGF habitat</td>
</tr>
<tr>
<td><strong>Growling Grass Frog</strong></td>
<td>“Areas of other [in addition to Category 1] suitable habitat”</td>
<td><strong>Mapped Category 2 habitat only</strong></td>
</tr>
<tr>
<td><strong>Southern Brown Bandicoot</strong></td>
<td>All undeveloped land within the growth area “provides for dispersal and foraging opportunities”</td>
<td>No</td>
</tr>
</tbody>
</table>
Compensatory Habitat Fees cont

- Payment required by Sub-regional Species Strategies, Biodiversity Conservation Strategy and/or prescriptions
- $6,000 - $8,000 per hectare (subject to confirmation and review)
- Effectively levied on all developable land
- Nexus/link:
  - Fee being payable
  - Impact of development on species?
- Link between impacts and future development or past actions?
- Who should pay?

Proper justification for funding mechanisms in order to facilitate transparent, fair funding mechanisms that deliver appropriate, timely funding
Engagement

• Engagement should be commensurate with impact

• Engagement should take into account familiarity (or otherwise) with SIA

• Engagement should be meaningful and credible

• Engagement should not end with the finalisation of documentation – dispute resolution
Costs and benefits

• Big picture balance
• Individual winners and losers
• Conservation Areas
  – Implementation of Conservation Management Plans
  – Provision of land
• Encumbered land v unencumbered land
• Concentrated costs and diffuse benefits – fair?

Consider and explicitly address the fair distribution of costs and benefits
Summary

• Certainty of implementation obligations, not just certainty of developable area and environmental outcomes to be achieved

• Proper justification for funding mechanisms in order to facilitate transparent, fair funding mechanisms that deliver appropriate, timely funding

• Engagement should:
  – be commensurate with impact
  – take into account familiarity (or otherwise) with SIA
  – be meaningful and credible
  – not end with the finalisation of documentation – dispute resolution

• Consider and explicitly address the fair distribution of costs and benefits
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