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STATE OF NEVADA Sagebrush Ecosystem Program

Nevada Conservation Credit System (CCS) for Greater Sage-Grouse Habitats Credits Project Proponent's Frequently Asked Questions

More information can be found in the CCS Manual, User's Guide, and Habitat Quantification Tool

Click on a Specific Question to jump directly to it.

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1. What Is the Nevada Conservation Credit System and How Does It Function?

Administered by the Sagebrush Ecosystem Technical Team (SETT), the Nevada Conservation Credit System (CCS) is an innovative approach to greater sage-grouse (GRSG) habitat protection that ensures habitat impacts from man-made disturbances are fully compensated by long-term enhancement and protection of habitat that results in an overall benefit for the species, while allowing for appropriate anthropogenic disturbances that are vital to the Nevada economy and the Nevada way of life.

2. What Is a Credit and How Is It Derived?

Credits are the currency of the Credit System. A credit consists of verified habitat value that is made durable for the defined duration of the project through financial assurances and contract requirements to maintain habitat performance standards. Credits are primarily awarded for meeting habitat performances standards, not for implementing conservation practices. Credits are used to offset debits, which represent Greater Sage-Grouse habitat value lost by anthropogenic disturbance such as mines, towers, satellites, powerlines and other similar features.

3. Who Can Develop Credits and Where?

Private landowners, on a voluntary basis, may be eligible to participate in the program to develop credits. These credits can be created on private or public land that is being leased by the Credit Project Proponent.

4. How Much Is a Credit Worth?

Credit prices are market-driven and may be sold for any price that a Credit Project Proponent and a credit buyer agree to. There is no set value for a credit, however, we estimate that credits are being sold between \$2,000 and \$3,000 per credit. Considerations that should go into the price of a credit should include repayment of seed funds, if relevant, the costs of initial and future verification, management plan commitments, and annual monitoring over the term of commitment. Financial assurances will also need to be set aside to ensure ample funds are present to steward credit projects throughout the commitment term. Expect 18-30% of the sale price to go into financial assurances.

5. What is the Contract Period for Credits or Debits?

Credit project durations are a minimum of 30 years (some rare instances can be 10 years). Credit Project Proponents may set the contract period for their project. The Debit Proponent must purchase credits that are equal in duration to the life of the disturbance being offset plus 10 years for rehabilitation

6. Do I Need to Alter My Business, My Ranch, Or My Grazing Plan in Order to Participate?

While there may be slight changes in practices, our management actions are designed to be a benefit to the sage-grouse and the ranch. Management actions include an adaptive grazing plan, riparian management, and noxious weeds planning. These focus on creating better habitat, and in turn, adding value to your land.

7. Are There Restrictions to Enrolling?

If there are current contracts on land being considered for enrollment into the CCS, the source of the funding and terms of any contract agreements will influence any restrictions or limitations. This will need to be determined case-by-case but does not necessarily preclude the property from being enrolled. Conservation easements that specify general habitat conservation or sage- grouse conservation cannot be entered into the CCS, except under certain scenarios such as uplift projects that go over and above the requirements of the easement. *Enrolling in the CCS does not restrict you from subsequently enrolling in other easement programs*.

This concept is discussed as "additionality". The intent is to make sure that the conservation action that is off-setting impacts goes above and beyond previously committed conservation actions.

Contact the SETT for specific guidance.

8. Do Irrigated Fields Count as Meadows?

If the area consists of riparian obligate plants, then it can be considered a meadow. Monoculture fields (i.e., alfalfa) and pivots in general are not eligible to generate credits. If other irrigation methods are used to maintain meadow characteristics, that field should be irrigated consistently throughout the project length.

9. How Do I Sign Up to Enroll in the CCS?

If a landowner (or other authorized agent) is interested in participating in the program, they can download and complete the <u>Validation Checklist</u> and submit it to the Sagebrush Ecosystem Program, <u>ksteele@sagebrusheco.nv.gov</u> or <u>smonaghan@sagebrusheco.nv.gov</u>. The SETT will review the checklist and, if minimum eligibility requirements are met, issue a Notice of Validation.

10. Do I Have to Enroll My Entire Property?

No, the CCS allows you to enroll your parcels as you would like. If you would like to enroll other parts of your property after the initial project, you restart the process of enrollment and that is treated as a separate project.

11. My Project Has Been Approved for The CCS, What Is My Next Step?

The next step is to **hire a CCS Certified Verifier** to complete the desktop analysis and field work that establishes the final number of credits that will be awarded through the CCS. The annual list of certified verifiers is located on the website on <u>Verifiers page</u>.

12. Is A Credit Project Proponent Locked-In at The Number of Credits Established?

Yes, however, additional credits may be generated over time through management actions that will be defined in the management plan through a process called Uplift. Uplift can occur if the Credit Project Proponent agrees to perform enhancements or restoration (e.g. pinyon/juniper removal, meadow/riparian enhancement, livestock grazing practices, etc.) that indicate measurable habitat improvement over a period of years. A proponent may also enroll other parts of their property as separate projects.

13. What Are the Costs Through the Life of The Project?

The costs for verification vary with the consulting company, project size, and ease of access. Generally, assume around \$15/acre cost for field work and an additional cost (\$10,000 - \$20,000) for creation of the management plan should the Verifier be hired to assist with that as well. Credit projects require management and maintenance throughout the life of the project. Each project will require a bond or other financial instruments to ensure solvency of the system and protect against avoidable reversals throughout the life of the project. Expect 18-30% of the sale price to go into financial assurances.

14. What Is the Management Plan?

The <u>Management Plan</u> is a document that defines specific restoration and management actions committed to over the life of a credit project. The plan includes ongoing maintenance and monitoring requirements. It will include existing project site information such as maps, current management practices, proposed management or restoration practices, start and end dates, and any management limitations.

Within this plan, all current maintenance of infrastructure must be upheld. Several required elements (if applicable) include a defined grazing plan, wildlife friendly haying, a noxious weeds or annual grass treatment plan, a riparian plan to achieve or maintain PFC, ranch waste management, and pinyon-juniper removal.

15. What is Annual Monitoring and What do I Have to do?

Annual monitoring is required and consists of a series of photos taken at points established in the Management Plan, along with a summary of activities throughout the last year, including changes in management or plant composition as well as any new habitat improvement projects. The monitoring report template can be found <u>here.</u>

16. What is the Reserve Account?

The reserve account serves as an insurance mechanism for the overall Conservation Credit System (CCS) and ensures there are always more credits than debits in the CCS in the event of credit project failure due to intentional or unintentional reversals. For more information on the reserve account, see Section 2.4.3 of the <u>Conservation</u> <u>Credit System Manual</u>.

17. What Happens if a Credit Site or a Portion Thereof is Destroyed by an Act of Nature?

The Credit Project Proponent will not be held fully liable. The SETT will work with the proponent. If it is possible to restore the project site to recoup the lost credits, restoration activities will be initiated. If the likelihood of success for restoration is low, the remaining credit obligation will be fulfilled from a reserve account and the contract with the Credit Project Proponent is cancelled without penalties. For more information please see the <u>Participant Agreement</u>.

18. What happens if I sell all or part of my property in the middle of the project term?

A sale of all or part of the property, unless the new owner agrees to take on the remainder of the contract, is considered an intentional reversal. The Credit Project Proponent is responsible to the Administrator for the entire cost of acquiring replacement credits from a different credit site, any associated legal fees, and an additional 10% administrative fee (i.e. contract penalty). If there is a time lag between the intentional reversals and when the Administrator secures new credit contracts, the Administrator will withdraw from the reserve account for a limited duration to prevent any gaps in coverage for sold credits. The credit withdrawal from the reserve account reverts back to the reserve account as credits are acquired to cover the remainder of the contract.

19.Can I Install a Pivot, Tower, or Other Structure on my Property During the Contract Term?

Certain structures are considered harmful and should be avoided (towers, pivots, powerlines, etc.). If one of these structures is added after the management plan is signed, it will count as an intentional reversal and the invalidated credits would need to be recovered by the project proponent. If you plan on installing a pivot, include that in the Validation Checklist. The acreage that houses the pivot will be removed from the project while the rest can remain enrolled in the CCS.

20. A Mine has Moved in Near my Property. Now what?

There may be cases where verification shows that competing land uses on sites adjacent to enrolled credit project sites have occurred. These occurrences are out of the direct control of the Credit Project Proponent. Therefore, in cases of unintentional reversals on private lands due to impacts from adjacent sites, credits which have been sold and are invalidated by those activities will not be invalidated for the credit producer but will instead be required to be replaced by the debit project proponent prorated for the remaining term. Credits which have been entered into the system and are awaiting sale (i.e. have a signed management plan) and are invalidated will be replaced by the public lands reserve account at the time of sale. If the SEC is made aware of impacts occurring from adjacent sites which are not required to mitigate (i.e. private land), reserve credits from private lands will be used to offset those impacts.