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Annual Compliance Report 2024- 2025 Residential Development, Appin Road, Gilead, NSW (EPBC 2015/7599)

Prepared for SRCP (Figtree Hill) Pty Ltd

DOCUMENT TRACKING

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ACKNOWLEDGEMENTS

This document has been prepared by Eco Logical Australia Pty Ltd for SRCP (Figtree Hill) Pty Ltd.

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Glossary of terms

Abbreviation	Description
Action	As defined in the final decision notice for EPBC 2015/7599 Construction of a residential development including water and sewage infrastructure, community centre, small kiosk/store, internal roads and open space recreation areas on Lots 1-5 DP 1240836 and Lot 61 DP 752042, Gilead.
Approval Holder	SRCP (Figtree Hill) Pty Ltd
APZ	Asset Protection Zone
BCT	NSW Biodiversity Conservation Trust
CAR	Corrective Action Report
CCC	Campbelltown City Council
CEEC	Critically Endangered Ecological Community
CEMP	Construction Environmental Management Plan
CPW	Cumberland Plain Woodland
Development Area	Development Areas as shown in Figures 1
DAWE	former Commonwealth Department of Agriculture, Water and the Environment (now DCCEEW)
DCCEEW	Commonwealth Department of Climate Change, Energy, the Environment and Water
DotE	former Commonwealth Department of the Environment (now DCCEEW)
DotEE	former Commonwealth Department of the Environment and Energy (now DCCEEW)
DPE	NSW Department of Planning and Environment
EEC	Endangered Ecological Community
ELA	Eco Logical Australia Pty Ltd
EMP	Environmental Management Plan
EPBC Act	Commonwealth <i>Environment Protection & Biodiversity Conservation Act 1999</i>
ESCP	Erosion and Sediment Control Plan
HBT	Hollow Bearing Tree
KMP	Koala Management Plan
MNES	Matters of National Environmental Significance
On-site Areas	Offset Areas as shown in Figure 1
Protected Matters	Listed threatened species and ecological communities under the EPBC Act
RFEF	River-Flat Eucalypt Forest
SSTF	Shale Sandstone Transition Forest
SWMS	Safe Work Method Statement
TPZ	Tree Protection Zone

Declaration of Accuracy

I declare that:

1. To the best of my knowledge, all the information contained in, or accompanying this Compliance Report is complete, current and correct.
2. I am duly authorised to sign this declaration on behalf of the approval holder.
3. I am aware that:
 - a. Section 490 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act) makes it an offence for an approval holder to provide information in response to an approval condition where the person is reckless as to whether the information is false or misleading.
 - b. Section 491 of the EPBC Act makes it an offence for a person to provide information or documents to specified persons who are known by the person to be performing a duty or carrying out a function under the EPBC Act or the *Environment Protection and Biodiversity Conservation Regulations 2000* (Cth) where the person knows the information or document is false or misleading.
 - c. The above offences are punishable on conviction by imprisonment, a fine or both.

Signed



Full name

Michelle Katherine Frolich, Eco Logical Australia Pty Ltd

Signed



Full name

Craig Cosier, SRCP (Figtree Hill) Pty Ltd

Report Version: Eco Logical Australia 2025. *Annual Compliance Report 2024-2025. Residential Development, Appin Road, Gilead NSW.* Prepared for SRCP (Figtree Hill) Pty Ltd. Version 1, dated 20/02/2025

1. Introduction

1.1 Project background

In 2015, Lendlease Communities Pty Ltd proposed a residential development of approximately 1,700 lots at Gilead. The proposal (EPBC 2015/7599) was referred to the then Department of the Environment and Energy (DotEE) in October 2015 and was determined to be a Controlled Action in relation to Matters of National Environmental Significance (MNES) and to be assessed by Preliminary Documentation.

Accordingly, a Preliminary Documentation Environmental Assessment Report was submitted and was placed on public exhibition between 20 December 2017 and 2 February 2018. Following updates to the report to reflect responses to public submissions in August 2018, the then DotEE granted approval on 21 December 2018 (**Appendix A**).

Condition 16 of the approval requires the approval holder to prepare a 'Compliance report' for each 12-month period following the date of 'commencement of the action'. The Compliance report must be prepared within 60 days following the relevant 12-month period. The approval holder was Lendlease Communities (Figtree Hill) Pty Ltd (formerly called Lendlease Communities (Mt Gilead) Pty Ltd). Since the 2023-2024 Compliance report was prepared, Lendlease Communities (Figtree Hill) Pty Ltd sold the Figtree Hill Residential Development to SRCP (Figtree Hill) Pty Ltd, who have also taken on the responsibilities of the approval holders for the Commonwealth approval. The transfer of the approval from Lendlease to SRCP (Figtree Hill) Pty Ltd has commenced, though is not yet completed.

The action commenced on **13 January 2021** and thus the annual compliance report must be prepared by **14 March** each year.

Eco Logical Australia (ELA) has been commissioned by SRCP (Figtree Hill) Pty Ltd (hereafter referred to as Stockland) to prepare the Annual Compliance Report, this report, to assess compliance with the conditions for the period **13 January 2024 – 12 January 2025** as set out in the approved action '*Construction of a residential development including water and sewerage infrastructure, a community centre, a small kiosk / store, internal roads and two open space and recreation reserve lots*'.

1.2 Project status

1.3 Reason for this compliance report

Condition 16 of the approval for EPBC 2015/7599 requires the approval holder (Stockland) to prepare a 'Compliance report' for each 12-month period following the date of 'commencement of the action'.

This report has been prepared in compliance with Condition 16.

This report has been prepared for the period from **13 January 2024– 12 January 2025**.

1.4 Commencement and staging of works

The project commenced with tree clearing and bulk earthworks in the Stage 1 area on 13 January 2021 (Figure 1).

During this reporting period (**13 January 2024– 12 January 2025**) works undertaken within the action area included civil works, installation of utilities, retaining walling and road construction. Conservation and revegetation works continued within the Conservation Areas (Figure 1).

1.5 Variations

In September 2019 a variation was lodged to amend Condition 7 in order to address the absence of a National Koala Recovery Team to endorse the Koala Management Plan, as envisaged when these conditions were approved.

Current condition 7	Varied condition 7
Prior to the commencement of the action , the approval holder must prepare and implement a Koala Management Plan for the proposed action area to the satisfaction of the Minister . This must include provisions for the approval holder to contribute at least \$50,000 each year for five years to fund activities outlined in the plan. The approval holder must provide the Department with evidence of the Koala Recovery Team's endorsement of the Koala Management Plan prior to the commencement of the action . The first year's contribution must be made within 20 business days from the commencement of the action .	Prior to the commencement of the action , the approval holder must submit a Koala Management Plan for the proposed action area to the Minister . The Koala Management Plan must include provisions for the approval holder to contribute at least \$50,000 each year for five years to fund activities outlined in the plan. The approval holder must not commence the action until the Minister has approved the Koala Management Plan in writing. The approval holder must implement the approved Koala Management Plan. The first year's contribution to fund activities outlined in the plan must be made within 20 business days from the commencement of the action .

This variation was approved on 20 September 2019 (**Appendix B**).

On 16 May 2023, an updated Koala Management Plan (**Appendix J**) was lodged for approval in accordance with Condition 7 in order to increase the extent of conservation lands along Menangle Creek and provide two underpasses on Appin Road. Other amendments included updates to the estimated Koala management costs within the Action Area and the Conservation Area.

The updated Koala Management Plan was approved on 30 May 2023. (**Appendix K**).



Figure 1: Condition 1 Development Area and Stages



Figure 2: Extent of works completed as at 22 October 2023 (Source NearMap)



Figure 3: Extent of works completed as at 25 November 2024 (Source NearMap)

2. Compliance reporting

A summary of the approved conditions and their respective compliance status, outcomes achieved and whether further action is required is presented in Table 1.

Table 1: Compliance with conditions of approval

Number	Condition	Compliance	Date due	Details
Impacts				
1	The approval holder must ensure that clearing of protected matters within the proposed action area is limited to the area marked as 'development area' in Figure 1.	Yes	Ongoing	All works on site undertaken as per approval
Compensation measures				
2	To offset the impacts on 3.3 ha of SSTF and 0.55 ha of CPW, the approval holder must ensure that 8 ha of SSTF and 1.2 ha of CPW is secured within on-site offset areas prior to the commencement of the action.	Yes	Complete	<p>The Macarthur-Onslow (BA208) and Noorumba- Gilead Biobank site (BA209) was registered on 23 January 2019 (Appendix C and D).</p> <p>All SSTF and CPW credits (equating to 11.98 ha of SSTF and 6.27 ha of CPW) were retired in October 2019 (Appendix E).</p>
3	To offset the impacts on 1.79 ha of SSTF, the approval holder must secure a minimum of 4 ha of SSTF at the Fernhill Central West biobanking site prior to the commencement of the action.	Yes	Complete	A total of 34 HN556 SSTF ecosystem credits (equivalent to 4 ha) were purchased from the Fernhill Central West biobanking site (BA117) and retired in October 2019 (see Appendix E).
4	To compensate for impacts to 0.85 ha of SSTF not compensated through offsetting through conditions 2 and 3, the approval holder must secure 0.85 ha of SSTF within the Council Reserve Biobank site prior to the commencement of Stage 2 of the action.	Yes	Completed	<p>On May 2020 the Department endorsed the Biodiversity Offset Strategy (Appendix F), this strategy compensated for impacts to 0.85 ha of SSTF not compensated through offsetting through conditions 2 and 3 through securing an additional seven (7) biobanking credits from the Fernhill Central West Biobank site (equivalent to 0.85 ha of SSTF).</p> <p>Seven (7) biobanking credits from the Fernhill Central West</p>

Number	Condition	Compliance	Date due	Details																
				Biobank site (equivalent to 0.85 ha of SSTF) were retired on 13 May 2020.																
5	To compensate for impacts to the Koala, the approval holder must acquire or retire no less than 150 Biodiversity Credits for the Koala from the Appin West offset site prior to the commencement of the action.	Yes	Complete	<p>A total of 150 Koala species credits were purchased from the Appin West biobanking site (BA215) and retired in October 2019 (see Appendix E).</p> <p>A further 151 Koala credits were retired from BA239 (Noorumba reserve Biobank site) to comply with NSW approval conditions.</p>																
6	Within 10 business days of securing the relevant offsets specified in Conditions 2-5, the approval holder must provide the Department with evidence of when the offsets were secured and what mechanism was used to secure the offsets.	Yes	10 business days after commencement	<p>Copies of the registered Biobank Agreements for BA 208 and 209 were provided to the Post Approvals team in July 2019 (Appendix C and D).</p> <p>The Biobank Agreement for the Hillsborough Biobank site (BA490) was executed by DPE on 20 August 2022 (Appendix G) and was formally registered on the land title in November 2024 (Appendix L). Notification of the registration of BA490 was provided to the Department.</p>																
7	<p>Prior to the commencement of the action the approval holder must prepare and implement a Koala Management Plan for the proposed action area to the satisfaction of the Minister.</p> <p>This must include provisions for the approval holder to contribute at least \$50,000 each year for five years to fund activities outlined in the plan.</p> <p>The first years’ contribution must be made within 20 business days from the commencement of the action.</p>	Yes	On-going	<p>The Minister approved the KMP (Version 6 dated 28 April 2023 – Appendix J) on 30 May 2023 (Appendix K).</p> <table><tr><th colspan="2">Activities funded during the reporting period</th></tr><tr><th colspan="2">Koala Detection Program</th></tr><tr><td>Environmental Training & Awareness</td><td>\$2,000</td></tr><tr><td>Koala Underpasses Concept Design</td><td>\$315,576</td></tr><tr><td>Koala Underpass Construction Cost</td><td>\$671,928</td></tr><tr><td>Fencing</td><td>\$276,894</td></tr><tr><td>Conservation Works</td><td>\$180,000</td></tr><tr><td>TOTAL</td><td>\$1,446,398</td></tr></table>	Activities funded during the reporting period		Koala Detection Program		Environmental Training & Awareness	\$2,000	Koala Underpasses Concept Design	\$315,576	Koala Underpass Construction Cost	\$671,928	Fencing	\$276,894	Conservation Works	\$180,000	TOTAL	\$1,446,398
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Construction Environmental Management Plan																				

Number	Condition	Compliance	Date due	Details
8	At least three months prior to the commencement of the action, the approval holder must submit a construction environmental management plan (CEMP) for the Ministers approval to avoid and mitigate potential indirect impacts on protected matters in the on-site offset areas and the Council Reserve as a result of construction. If the Minister approves the CEMP, then the approved CEMP must be implemented.	Yes	On-going On-going	The Minister approved the CEMP (Version 5 dated 21 November 2019) on 12 December 2019 (Appendix H). The CEMP has been implemented as part of on-going works.
9	The approval holder must not commence the action unless the Minister has approved the CEMP in writing	Yes	Completed	The Minister approved the CEMP in writing (Version 5 dated 21 November 2019) on 12 December 2019 (Appendix H). The action commenced in January 2021.
Notification of date of commencement of the action				
11	The approval holder must notify the Department in writing of the date of commencement of the action and the date of each stage of the action within 10 business days after the date of commencement of the action or the relevant stage of the action			Notice of the commencement of works was issued to the DAWE on 19/01/2021. A copy of notification letter is provided in Appendix I .
Compliance records and reporting				
13	The approval holder must maintain accurate and complete compliance records	Yes	Ongoing	
14	If the Department makes a request in writing, the approval holder must provide electronic copies of compliance records to the Department within the timeframe specified in the request	Yes	Not relevant	No requests were made for copies of compliance records during the reporting period.
16	The approval holder must prepare a compliance report for each 12-month period following the date of commencement of the action, or as otherwise agreed to in writing by the Minister. The approval holder must: a. publish each compliance report on the website within 60 business days following the relevant 12 month period	Yes	15 March 2025	This report serves as the fourth compliance report.

Number	Condition	Compliance	Date due	Details
	b. notify the Department via email that a compliance report has been published on the website within five business days of the date of publication c. keep all compliance reports publicly available on the website until this approval expires			
17-18	The approval holder must notify the department (as soon as practical and no later than two business days after becoming aware) in writing of any incident, non-compliance with the conditions, or non-compliance with the commitments made in plans.	Yes	On-going	Not relevant as no incidents or occurrence of non-compliance during the reporting period.
Preparation and publication of plans				
15	The approval holder must: a. submit plans electronically to the Department for approval by the Minister b. publish each plan on the website within 20 business days of the date the plan is approved by the Minister c. exclude or redact sensitive ecological data from plans published on the website d. keep plans published on the website until the end data of the approval	Yes	On-going	The Koala Management Plan was published on the Lendlease website in January 2020. The Construction Environment Management Plan was published on the Lendlease website on in January 2020. The Year 1 Compliance Report was published on the Lendlease website in August 2022. The Year 2 Compliance Report was published on the Lendlease website in August 2023. The updated Koala Management Plan (version 6) was published on the Lendlease website in June 2023 The Year 3 Compliance Report was published on the Lendlease website on 2 February 2024. The Year 4 Compliance Report (this report) will be published on the Stockland website within 20 business days of the date the plan is approved by the Minister.
Independent audit				
19	The proponent must ensure that independent audits of compliance with the conditions are conducted as requested in writing by the Minister	Yes	On-going	No written requests for independent audits during the reporting period.

Number	Condition	Compliance	Date due	Details
Revision of action management plans				
22-27	The approval holder may, at any time, apply to the Minister for a variation to an action management plan approved by the Minister	Yes	Not applicable	No request to vary approved plans made during the reporting period.
Completion of Action				
28	Within 30 days of the completion of the action, the approval holder must notify the Department in writing and provide completion data	Yes	On Completion	Action not yet complete.

Table 2: Compliance with commitments and obligations in registered Biobank Agreements

Number	Condition	Compliance	Date due	Details
1	<p>The registered Biobanking Agreements for BA 208 and BA 209 require the landowner to implement and report on the management actions within the Agreements on the 12 month anniversary of the first payment date each year i.e. 19th October.</p> <p>The BCT amended the Annual Report date for Year 1 to 31 January 2021 due to implications associated with covid restrictions, with the Year 2 and subsequent reports reverting back to 19th October each year.</p>	Yes	Ongoing	<p>The Year 1 Annual reports for BA 208 and 209 were submitted on 29 January 2021.</p> <p>The NSW Biodiversity Conservation Trust (BCT) undertook a site audit on 11 March 2021 and issued a satisfactory Year 1 audit report on 30 March 2021.</p> <p>The Year 2 Annual reports for BA 208 and BA 209 were submitted to the BCT in March 2022.</p> <p>The Year 3 Annual reports for BA 208 and BA 209 were submitted to the BCT on 14 November 2023.</p> <p>The date for the submission of the Year 4 annual reports were shifted to June 2025 as confirmed by the BCT (see Appendix M).</p>
2	The Hillsborough Biobank site (BA 490) was registered in November 2024 and the Biobanking Agreement requires the landowner to implement and report on the management actions within the Agreement on the 12-	Yes	Ongoing	The implementation of management actions on BA490 commenced upon registration of the Biobanking Agreement.

Number	Condition	Compliance	Date due	Details
	month anniversary of the first payment date each year. The first payment is yet to be made by the BCT.			The Year 1 Annual Report will be required within 12 months of the first payment date. This date is to be determined once the first payment for management has been made by the BCT.

Table 3: Compliance with commitments in approved Koala Management Plans

Number	Condition	Compliance	Date due	Details
5.1.2	All Project personnel and contractors will undergo environmental induction training before commencing work on site	Yes	Ongoing	All project personnel have undertaken environmental inductions.
5.1.3	Appointment of a Project Ecologist for the duration of clearing works to ensure conditions relating to biodiversity management of the site are fully implemented and complied with.	Yes	Nov 2020	Project ecologists were present onsite during all clearing, including pre-clearance surveys.
	Commitment to prepare and implement a Construction Environmental Management Plan	Yes	Nov 2019	CEMP was approved in Nov 2019.
	Temporary and permanent protective fencing to be erected around all areas identified for conservation within the development area, including within Open Space areas and Biobank Sites prior to clearing activities commencing to minimise any inadvertent damage	Yes	2016	Fencing was installed to all conservation areas in 2016.
5.1.4	Landscaping and revegetation within the Open Space/Recreation areas will include tree species which are part of the Endangered Ecological Communities recorded within the study area (Cumberland Plain Woodlands; Shale Sandstone Transition Forest and River-flat Eucalypt Forest) and which have been identified as primary or secondary Koala Tree Feed Species in the NSW Koala Recovery Plan	Not yet required	Not yet required	Landscape and revegetation works have not commenced.

3. Incidents of non-compliance and reporting non-compliance

Nil within the reporting period.

4. Conclusion

On behalf of Stockland, ELA has prepared this Compliance Report to fulfil Condition 16, and in doing so, all conditions of the Approval (EPBC 2015/7599) and subsequent approvals (plans and other agreements).

Since the commencement of the action there has been no incidents of non-compliances, including in this past year.

Appendix A – Final Decision Notice EPBC 2015/7599

Provided as a separate PDF document.

Appendix B – Variation to Condition 7 EPBC 2015/7599

Provided as a separate PDF document.

Appendix C – Registered Biobanking Agreement for Macarthur-Onslow Biobank site (BA 208)

Provided as a separate PDF document.

Appendix D - Registered Biobanking Agreement for Noorumba - Gilead Biobank site (BA 209)

Provided as a separate PDF document.

Appendix E BioBanking credit retirement report (October 2019)

Provided as a separate PDF document.

Appendix F - Approval of Biodiversity Offset Strategy

Provided as a separate PDF document.

Appendix G – Registered Hillsborough Biobank site (BA490)

Provided as a separate PDF document.

Appendix H Minister's approval of KMP and CEMP

Provided as a separate PDF document.

Appendix I – Letter to Minister notifying commencement of Action

Provided as a separate PDF document.

Appendix J – Koala Management Plan (version 6)

Provided as a separate PDF document.

Appendix K – Minister’s approval of revised KMP

Provided as a separate PDF document.

Appendix L – Title Certificate for Lot 12 DP1261146 listing registered Biobank Site

Provided as a separate document.

Appendix M Biobank Annual Report evidence of change in submission date

Provided as a separate document.





APPROVAL

Mt Gilead residential development, NSW (EPBC 2015/7599)

This decision is made under sections 130(1) and 133(1) of the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*. Note that section 134(1A) of the **EPBC Act** applies to this approval, which provides in general terms that if the approval holder authorises another person to undertake any part of the action, the approval holder must take all reasonable steps to ensure that the other person is informed of any conditions attached to this approval, and that the other person complies with any such condition.

Details

Person to whom the approval is granted (approval holder)	Lendlease Communities (Mt Gilead) Pty Ltd
ACN of approval holder	605 278 331
Action	Construction of a residential development including water and sewerage infrastructure, a community centre, a small kiosk / store, internal roads and two open space and recreation reserves on Lots 1-5 DP 1240836* and Lot 61 DP 752042 at Gilead, approximately 7 km south of Campbelltown city centre, New South Wales (as described in EPBC Act Referral 2015/7599 received 2 November 2015, and subject to the variations of the action accepted by the Minister under section 156B on Monday, 29 May 2017 and Thursday, 12 April 2018). * Note that prior to subdivision in May 2018, Lots 1-5 DP1240836 were collectively known as Lot 3 DP1218887.

Proposed Approval decision

My decision on whether or not to approve the taking of the action for the purposes of the controlling provision for the action is as follows.

Controlling Provisions

Listed Threatened Species and Communities	
Section 18	Approve
Section 18A	Approve

Period for which the approval has effect

This approval has effect until 30 November 2038

Decision-maker

Name and position Kim Farrant
Assistant Secretary of Assessments and Waste Branch
Department of the Environment and Energy

Signature

Date of decision

21.12.18



Conditions of approval

This approval is subject to the conditions under the EPBC Act as set out in ANNEXURE A.

ANNEXURE A – CONDITIONS OF APPROVAL

Part A – Conditions specific to the action

Impacts

1. The approval holder must ensure that clearing of **protected matters** within the **proposed action area** is limited to the area marked as 'development area' in **Attachment 1**.

Compensation measures

2. To offset the **impacts** on 3.3 ha of **SSTF** and 0.55 ha of **CPW**, the approval holder must ensure that 8 ha of **SSTF** and 1.2 ha of **CPW** is **secured** within **onsite offset areas** prior to the **commencement of the action**.
3. To offset the **impacts** on 1.79 ha of **SSTF**, the approval holder must **secure** a minimum of 4 ha of **SSTF** at the **Fernhill Central West biobanking site** prior to the **commencement of the action**.
4. To compensate for **impacts** on 0.85 ha of **SSTF** not compensated through offsetting through conditions 2 and 3, the approval holder must either:
 - **secure** 0.85 ha of **SSTF** within the **Council reserve** prior to the **commencement** of Stage 2 of the action; or (if the approval holder is unable to register the **Council reserve** as a BioBank site);
 - submit for the **Minister's** approval, an offset strategy in accordance with the **EPBC Act environmental offsets policy**. The offset strategy must outline how these impacts will be offset in perpetuity. The offset strategy should be submitted at least three months prior to the intended date of **commencement**. The approval holder must not **commence the action** unless the offset strategy has been approved by the **Minister**.
5. To compensate for impacts on **Koala**, the approval holder must acquire or **retire** no less than 150 **Biodiversity credits** for the **Koala** from the **Appin West offset site** prior to the **commencement of the action**.
6. Within 10 **business days** of **securing** the relevant offsets specified in conditions 2 - 5, the approval holder must provide the **Department** with **evidence** of when the offsets were **secured** and what mechanism was used to **secure** the offsets.
7. Prior to the **commencement of the action**, the approval holder must prepare and implement a Koala Management Plan for the proposed action area to the satisfaction of the **Minister**. This must include provisions for the approval holder to contribute at least \$50,000 each year for five years to fund activities outlined in the plan. The approval holder must provide the **Department** with **evidence** of the Koala Recovery Team's endorsement of the Koala Management Plan prior to the **commencement of the action**. The first year's contribution must be made within 20 business days from the **commencement of the action**.



Construction environmental management plan

8. At least three months prior to the **commencement of the action**, the approval holder must submit a construction environmental management plan (CEMP) for the **Minister's** approval to avoid and mitigate potential indirect **impacts** on **protected matters** in the **onsite offset areas** and the **Council Reserve** as a result of **construction**. If the **Minister** approves the CEMP, then the approved CEMP must be implemented.
9. The approval holder must not **commence the action** unless the **Minister** has approved the CEMP in writing.
10. The CEMP must be consistent with the **Department's Environmental Management Plan Guidelines**, and must include:
 - a. The CEMP environmental objectives, relevant to **protected matters** and a reference to **EPBC Act** approval conditions to which the CEMP refers;
 - b. A table of commitments made in the CEMP to achieve the objectives, and a reference to where the commitments are detailed in the CEMP;
 - c. Details of the parties responsible for undertaking management actions;
 - d. A description of management actions that will be implemented pre, during and post construction, including for stormwater discharge and road runoff, sediment and erosion control, invasion by exotic species and weeds, and fencing and access;
 - e. Hygiene protocols to minimise the risk of spread of *Phytophthora cinnamomi*;
 - f. Reporting and review mechanisms, and documentation standards to demonstrate compliance with the CEMP;
 - g. An assessment of risks to achieving the CEMP environmental objectives and risk management strategies that will be applied;
 - h. **Impact** avoidance, mitigation and/or repair measures, and their timing; and
 - i. A monitoring program, which must include:
 - i. measurable performance indicators;
 - ii. trigger values for corrective actions;
 - iii. the timing and frequency of monitoring to detect changes in the performance indicators and timely detection of trigger values; and
 - iv. proposed corrective actions, if trigger values are reached.

Part B – Standard administrative conditions

Notification of date of commencement of the action

11. The approval holder must notify the **Department** in writing of the date of **commencement of the action** and the date of **commencement** of each stage of the action within 10 **business days** after the date of **commencement of the action** or the relevant stage of the action.
12. If the **commencement of the action** does not occur within 5 years from the date of this approval, then the approval holder must not **commence the action** without the prior written agreement of the **Minister**.



Compliance records

13. The approval holder must maintain accurate and complete **compliance records**.
14. If the **Department** makes a request in writing, the approval holder must provide electronic copies of **compliance records** to the **Department** within the timeframe specified in the request.

Note: **Compliance records** may be subject to audit by the **Department** or an independent auditor in accordance with section 458 of the **EPBC Act**, and or used to verify compliance with the conditions. Summaries of the result of an audit may be published on the **Department's** website or through the general media.

Preparation and publication of plans

15. The approval holder must:
 - a. submit **plans** electronically to the **Department** for approval by the **Minister**;
 - b. publish each **plan** on the **website** within 20 **business days** of the date the **plan** is approved by the **Minister** or of the date a revised action management plan is submitted to the **Minister**, unless otherwise agreed to in writing by the **Minister**;
 - c. exclude or redact **sensitive ecological data** from **plans** published on the **website** or provided to a member of the public; and
 - d. keep **plans** published on the **website** until the end date of this approval.

Annual compliance reporting

16. The approval holder must prepare a **compliance report** for each 12 month period following the date of **commencement of the action**, or as otherwise agreed to in writing by the **Minister**. The approval holder must:
 - a. publish each **compliance report** on the **website** within 60 **business days** following the relevant 12 month period;
 - b. notify the **Department** by email that a **compliance report** has been published on the **website** within five **business days** of the date of publication;
 - c. keep all **compliance reports** publicly available on the **website** until this approval expires;
 - d. exclude or redact **sensitive ecological data** from **compliance reports** published on the **website**; and
 - e. where any **sensitive ecological data** has been excluded from the version published, submit the full **compliance report** to the **Department** within 5 **business days** of publication.

Note: **Compliance reports** may be published on the **Department's** website.

Reporting non-compliance

17. The approval holder must notify the **Department** in writing of any: **incident**; non-compliance with the conditions; or non-compliance with the commitments made in **plans**. The notification



must be given as soon as practicable, and no later than two **business days** after becoming aware of the **incident** or non-compliance. The notification must specify:

- a. the condition which is or may be in breach; and
 - b. a short description of the **incident** and/or non-compliance.
18. The approval holder must provide to the **Department** the details of any **incident** or non-compliance with the conditions or commitments made in **plans** as soon as practicable and no later than 10 **business days** after becoming aware of the **incident** or non-compliance, specifying:
- a. any corrective action or investigation which the approval holder has already taken or intends to take in the immediate future;
 - b. the potential **impacts** of the **incident** or non-compliance; and
 - c. the method and timing of any remedial action that will be undertaken by the approval holder.

Independent audit

19. The approval holder must ensure that **independent audits** of compliance with the conditions are conducted as requested in writing by the **Minister**.
20. For each **independent audit**, the approval holder must:
- a. provide the name and qualifications of the independent auditor and the draft audit criteria to the **Department**;
 - b. only commence the **independent audit** once the audit criteria have been approved in writing by the **Department**; and
 - c. submit an audit report to the **Department** within the timeframe specified in the approved audit criteria.
21. The approval holder must publish the audit report on the **website** within 10 **business days** of receiving the **Department's** approval of the audit report and keep the audit report published on the **website** until the end date of this approval.

Revision of action management plans

22. The approval holder may, at any time, apply to the **Minister** for a variation to an action management plan approved by the **Minister** under condition 9, or as subsequently revised in accordance with this condition, by submitting an application in accordance with the requirements of section 143A of the **EPBC Act**. If the **Minister** approves a revised action management plan (RAMP) then, from the date specified, the approval holder must implement the RAMP in place of the previous action management plan.
23. The approval holder may choose to revise an action management plan approved by the **Minister** under condition 9, or as subsequently revised in accordance with this condition, without submitting it for approval under section 143A of the **EPBC Act**, if the taking of the action in accordance with the RAMP would not be likely to have a **new or increased impact**.



24. If the approval holder makes the choice under condition 23 to revise an action management plan without submitting it for approval, the approval holder must:
- a. notify the **Department** in writing that the approved action management plan has been revised and provide the **Department** with:
 - i. an electronic copy of the RAMP;
 - ii. an electronic copy of the RAMP marked up with track changes to show the differences between the approved action management plan and the RAMP;
 - iii. an explanation of the differences between the approved action management plan and the RAMP;
 - iv. the reasons the approval holder considers that taking the action in accordance with the RAMP would not be likely to have a **new or increased impact**; and
 - v. written notice of the date on which the approval holder will implement the RAMP (RAMP implementation date), being at least 20 **business days** after the date of providing notice of the revision of the action management plan, or a date agreed to in writing with the **Department**.
 - b. subject to condition 26, implement the RAMP from the RAMP implementation date.
25. The approval holder may revoke its choice to implement a RAMP under condition 23 at any time by giving written notice to the **Department**. If the **approval holder** revokes the choice under condition 23, the **approval holder** must implement the previous action management plan approved by the **Minister**.
26. If the **Minister** gives a notice to the approval holder that the **Minister** is satisfied that the taking of the action in accordance with the RAMP would be likely to have a **new or increased impact**, then:
- a. condition 23 does not apply, or ceases to apply, in relation to the RAMP; and
 - b. the approval holder must implement the action management plan specified by the **Minister** in the notice.
27. At the time of giving the notice under condition 26, the **Minister** may also notify that for a specified period of time, condition 23 does not apply for one or more specified action management plans.

Note: conditions 23, 24, 25 and 26 are not intended to limit the operation of section 143A of the **EPBC Act** which allows the approval holder to submit a revised action management plan, at any time, to the **Minister** for approval.

Completion of the action

28. Within 30 days after the **completion of the action**, the approval holder must notify the **Department** in writing and provide **completion data**.



Part C - Definitions

29. In these conditions, except where contrary intention is expressed, the following definitions are used:

- a. **Appin West offset site** means the area marked as 'study area' on the map at **Attachment 7**.
- b. **BioBanking** – the New South Wales Government's biodiversity credit and offset scheme of that name created under the *Threatened Species Conservation Act 1995* (NSW), as amended and repealed or an equivalent scheme under a **successor mechanism** under the Biodiversity Conservation Act 2016 (NSW).
- c. **Biodiversity Credits** - has the meaning given under the under the Threatened Species Conservation Act 1995 (NSW), as amended and repealed, or an equivalent report under a **successor mechanism** under the Biodiversity Conservation Act 2016 (NSW).
- d. **Business days** means a day that is not a Saturday, a Sunday or a public holiday in New South Wales.
- e. **Cleared** means the cutting down, felling, thinning, logging, removing, killing, destroying, poisoning, ringbarking, uprooting or burning of **SSTF** or **CPW**.
- f. **Commencement/Commencement of the action/ Commence the action** means the first instance of any specified activity associated with the action including clearance of vegetation and **construction** of any infrastructure. Commencement does not include minor physical disturbance necessary to:
 - i. undertake pre-clearance surveys or monitoring programs;
 - ii. install signage and /or temporary fencing to prevent unapproved use of the **proposed action area**; and
 - iii. protect environmental and property assets from fire, weeds and pests, including erection or **construction** of fencing and signage, and maintenance or use of existing surface access tracks, if agreed in writing by the **Department**.
- g. **Completion data** means an environmental report and spatial data information clearly detailing how the conditions of this approval have been met. The **Department's** preferred spatial data format is ESRI shapefile, including containing '.shp', '.shx' and '.dbf' files and other files capturing attributes including at least the EPBC reference and a '.prj' file or specification of the projection/geographic coordinate system used.
- h. **Completion of the action** means the time at which all approved conditions (except condition 28) have been fully met.
- i. **Compliance records** means all documentation or other material in whatever form required to demonstrate compliance with the conditions of approval in the approval holder's possession or that are within the approval holder's power to obtain lawfully;
- j. **Compliance reports** means written reports:



- i. providing accurate and complete details of compliance, **incidents**, and non-compliance with the conditions and the **plans**;
 - ii. consistent with the **Department's Annual Compliance Report Guidelines** (2014)
 - iii. include a shapefile of any clearance of any **protected matters**, or their habitat, undertaken within the relevant 12 month period; and
 - iv. annexing a schedule of all **plans** prepared and in existence in relation to the conditions during the relevant 12 month period.
- k. **Construction** means the creation and development of services (sewerage, electricity, water, stormwater), the use of heavy equipment for the purposes of breaking ground for buildings or infrastructure, and the building of infrastructure associated with the action. This does not include preparatory works such as the erection of signage or temporary fencing. In addition, for the **Council reserve**, construction refers to the interim period between the commencement of the action and the commencement of bushland management works within the reserve.
- l. **Council reserve** means the area designated as '**Council Reserve (Proposed Biobanking Site)**' on the map at **Attachment 5**.
- m. **CPW** means the Cumberland Plain Shale Woodlands and Shale-Gravel Transition Forest ecological community listed as critically endangered under the EPBC Act and shown on the map at **Attachment 2**.
- n. **Department** means the Australian Government agency responsible for administering the **EPBC Act**.
- o. **EPBC Act** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
- p. **EPBC Act environmental offset policy** means the document: Department of Sustainability, Environment, Water, Population and Communities (2012). *Environment Protection and Biodiversity Conservation Act 1999 Environmental Offset Policy*. Commonwealth of Australia, Canberra.
- q. **Evidence** means documentation from the relevant authority showing that the offset has been **secured**.
- r. **Fernhill Central West biobanking site** means the area designated as 'Offset (4 ha)' in the map at **Attachment 6**.
- s. **Grey-headed Flying-fox** means *Pteropus poliocephalus* listed as vulnerable under the **EPBC Act**, within habitat shown on the map at **Attachment 4**
- t. **Impact/ Impacted** means any measureable direct or indirect disturbance/change that occurs as a result of any activity associated with the proposed action.
- u. **Incident** means any event which has the potential to, or does, **impact on protected matters**.



- v. **Independent audit:** means an audit conducted by an independent and **suitably qualified person** as detailed in the *Environment Protection and Biodiversity Conservation Act 1999 Independent Audit and Audit Report Guidelines* (2015).
- w. **like-for-like credits** has the meaning given under the *Threatened Species Conservation Act 1995* (NSW) (now repealed), or an equivalent biodiversity offsetting mechanism under the *Biodiversity Conservation Act 2016* (NSW) and includes the **retirement** of credits from the following plant community types:

SSTF (Shale Sandstone Transition Forest in the Sydney Basin Bioregion)

- i. *Narrow-leaved Ironbark – Broad-leaved Ironbark – Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion*
- ii. *Broad-leaved Ironbark – Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion*
- iii. *Turpentine – Grey Ironbark open forest on shale in the lower Blue Mountains, Sydney Basin Bioregion.*

CPW (Cumberland Plain Woodland)

- i. *Shale Hills Woodland*
 - ii. *Cumberland Shale Hills Woodland*
 - iii. *Grey Box-Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin*
- x. **Koala** means the combined populations of Queensland, New South Wales and the Australian Capital Territory) (*Phascolarctos cinereus* (combined populations of Qld, NSW and the ACT) listed as vulnerable under the **EPBC Act** within habitat shown on the map at **Attachment 3**.
 - y. **Minister** means the Australian Government Minister administering the EPBC Act including any delegate thereof.
 - z. **New or increased impact** means a new or increased environmental **impact** or risk relating to any **protected matter**, when compared to the likely **impact** of implementing the action management plan that has been approved by the **Minister** under condition 9, including any subsequent revisions approved by the **Minister**, as outlined in the *Guidance on 'New or Increased Impact' relating to changes to approved management plans under EPBC Act environmental approvals* (2017).
 - aa. **Offset attributes** – mean an '.xls' file capturing relevant attributes of the offset site, including the **EPBC Act** reference ID number, the physical address of the offset site, coordinates of the boundary points in decimal degrees, the **EPBC Act protected matters** that the offset compensates for, any additional **EPBC Act protected matters** that are benefiting from the offset, and the size of the offset in hectares.
 - bb. **Onsite offset areas** means the area designated 'Proposed BioBank Sites (Applications Submitted)' at **Attachment 5**.



- cc. **Plan(s)** means any of the documents required to be prepared, approved by the **Minister**, and/or implemented by the approval holder and published on the **website** in accordance with these conditions (includes action management plans and/or strategies).
- dd. **Proposed action area** means the area designated as 'Urban area, Detention Basin (Landscaped), Open Space- Landscape and Open Space' on the map at **Attachment 1**.
- Protected matter(s)** means **protected fauna** and other matters protected by Part 3 of the EPBC Act, including **SSTF** and **CPW**.
- ee. **Retirement** means a change in the status of a credit such that the credit can no longer be bought or sold.
- ff. **Shapefiles** means an ESRI Shapefile containing '.shp', '.shx' and '.dbf' files and other files capturing attributes of the offset site, including the shape, EPBC Act reference ID number and **protected matters** present at the relevant site. **Shapefile** files must also include either a '.prj' file or specification of the projection/geographic coordinate system used.
 - i. Attributes should also be captured in '.xls' format.
- gg. **Retire or retirement** means a change in the status of a credit such that the credit has been used to offset the development impact or achieve a conservation outcome, and can no longer be bought or sold.
- hh. **Secure/secured** means long-term protection under a legal mechanism that is either:
 - i. **retirement** of sufficient **like-for-like credits** in accordance with the New South Wales Government's **BioBanking Scheme** created under the *Threatened Species Conservation Act 1995* (NSW), as amended and repealed or an equivalent biodiversity offsetting mechanism under the *Biodiversity Conservation Act 2016* (NSW); OR
 - ii. another legal mechanism that has been endorsed in writing by the **Minister**.
- ii. **Sensitive ecological data** means data as defined in the Australian Government Department of the Environment (2016) Sensitive Ecological Data – Access and Management Policy V1.0.
- jj. **Successor mechanism** means any biodiversity offsetting mechanism legislated and implemented by the New South Wales Government to replace, or as a successor to, BioBanking. Such a mechanism is only acceptable for the purposes of this approval if it:
 - i. is included in a bilateral agreement under the EPBC Act (either referenced directly in the agreement, or as part of a wider process that is adopted in a bilateral agreement) OR
 - ii. has been agreed by the Department in writing to the approval holder or the title holder as being an appropriate successor mechanism.
- kk. **SSTF** means the Shale Sandstone Transition Forest of the Sydney Basin Bioregion ecological community listed as critically endangered under the **EPBC Act** and shown on the map at **Attachment 2**.
- ll. **Suitably qualified person** means a person who has professional qualifications, training, skills and/or experience related to the nominated subject matter and can give authoritative



independent assessment, advice and analysis on performance relative to the subject matter using the relevant protocols, standards, methods and/or literature.

mm. **website** means a set of related web pages located under a single domain name attributed to the approval holder and available to the public.

ATTACHMENTS

Attachment 1 – Map showing proposed action area

Attachment 2 – Map showing the extent of SSTF (Dark green) and CPW (Dark orange) within the proposed action area. Impacted areas are those areas outside the green lines.

Attachment 3 – Map showing the extent of Koala habitat within the proposed action area

Attachment 4 – Map showing the extent of Grey-headed Flying-fox habitat within the proposed action area

Attachment 5 – Map showing onsite offset areas and Council Reserve (Proposed BioBank site)

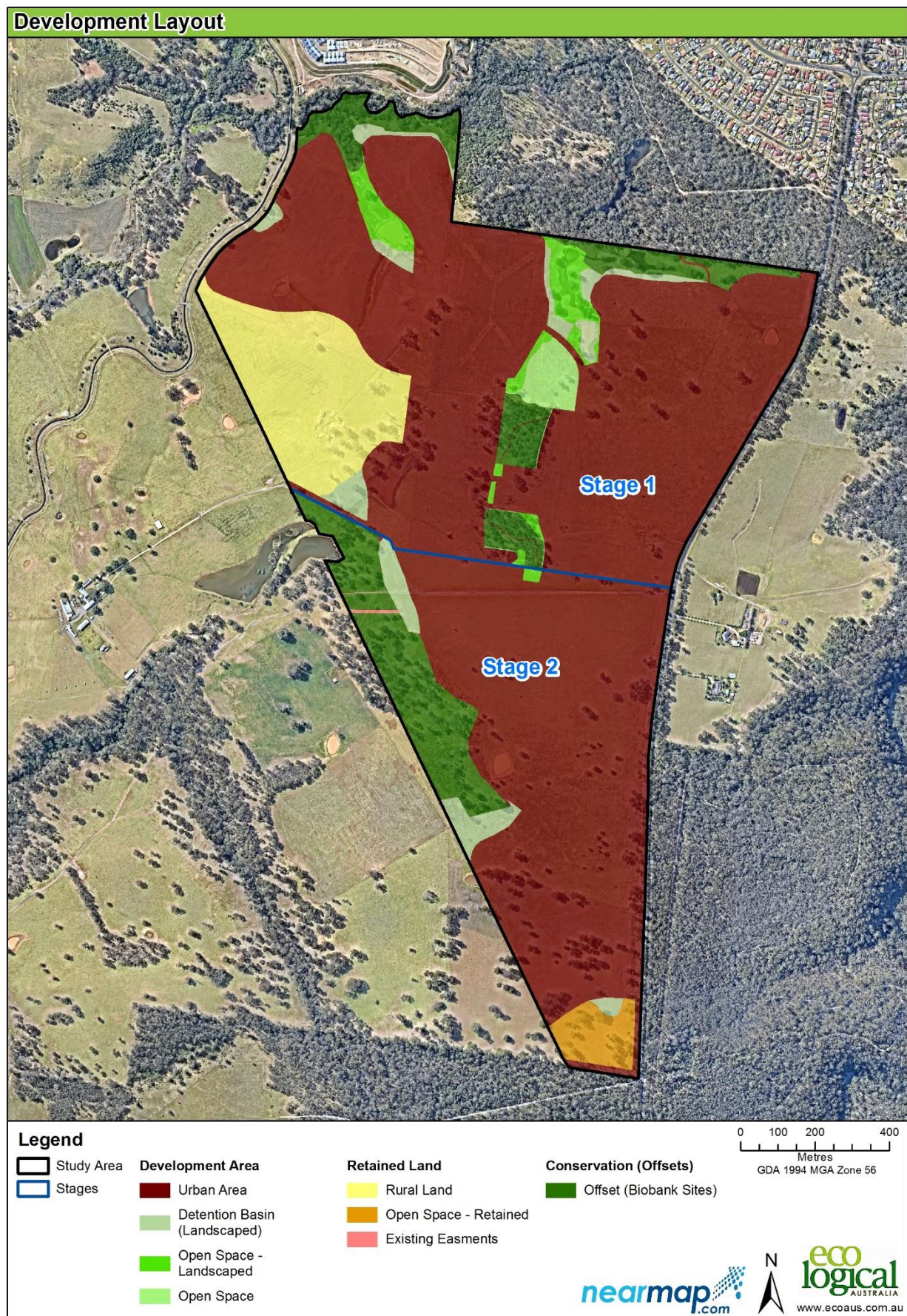
Attachment 6 – Map of Fernhill Central West Biobank site

Attachment 7 – Map of Appin West offset site



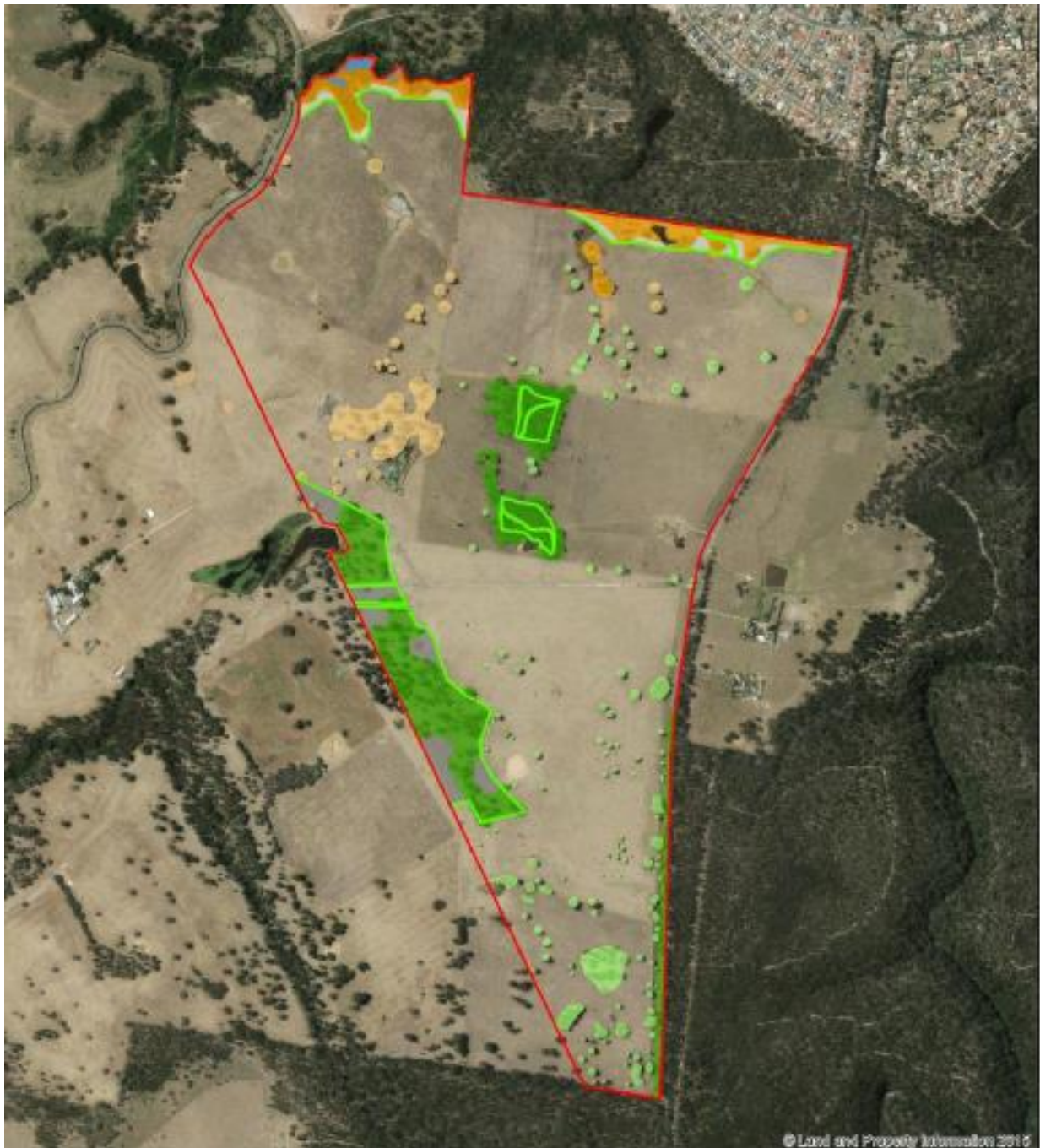
ATTACHMENTS

Attachment 1 – Map showing proposed action area (marked on the map as Urban areas, Detention Basin (Landscaped), Open Space -Landscaped and Open Space).



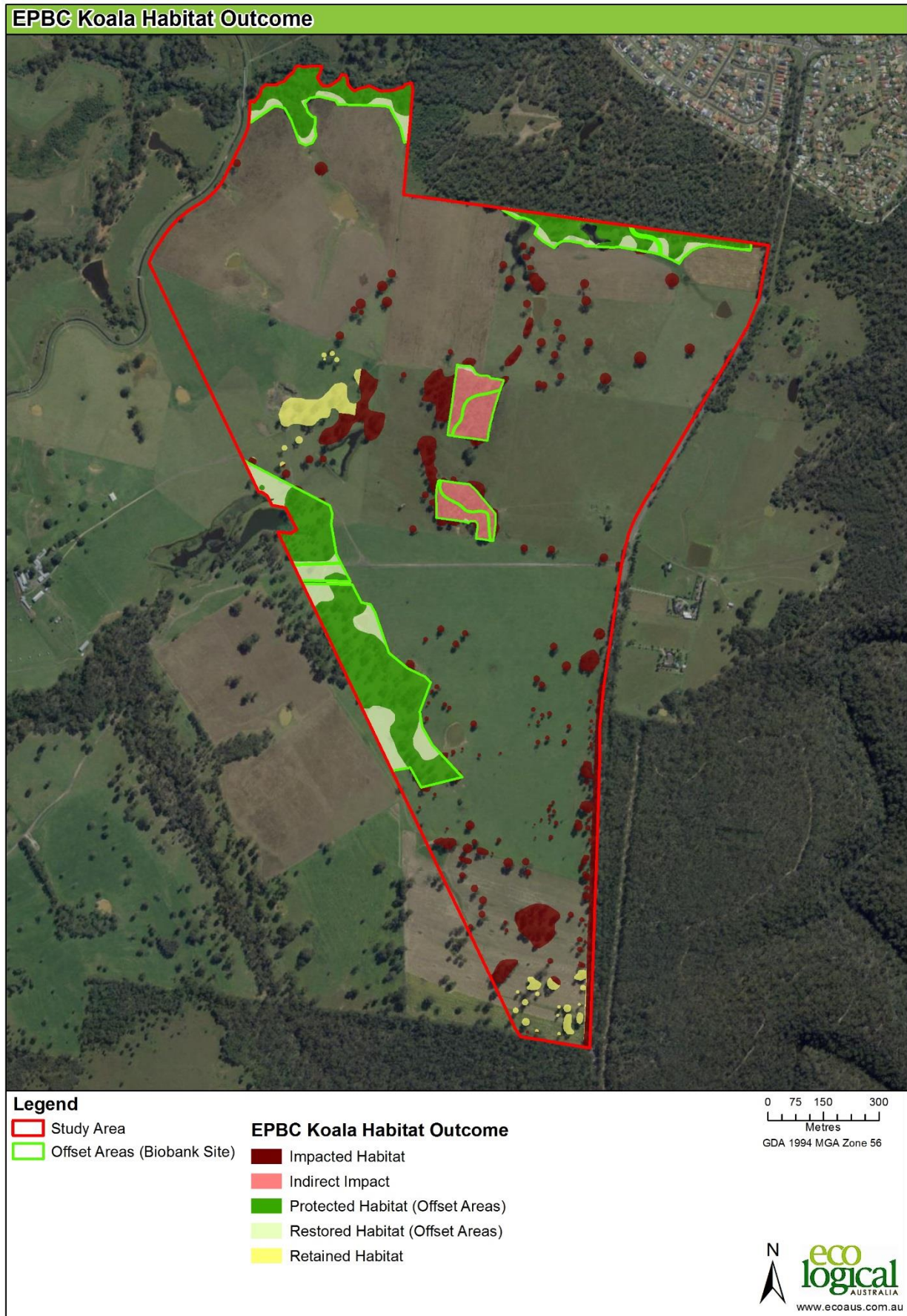


Attachment 2 – Map showing the extent of SSTF (Dark green) and CPW (Dark orange) within the proposed action area. Impacted areas are those areas outside the green lines.



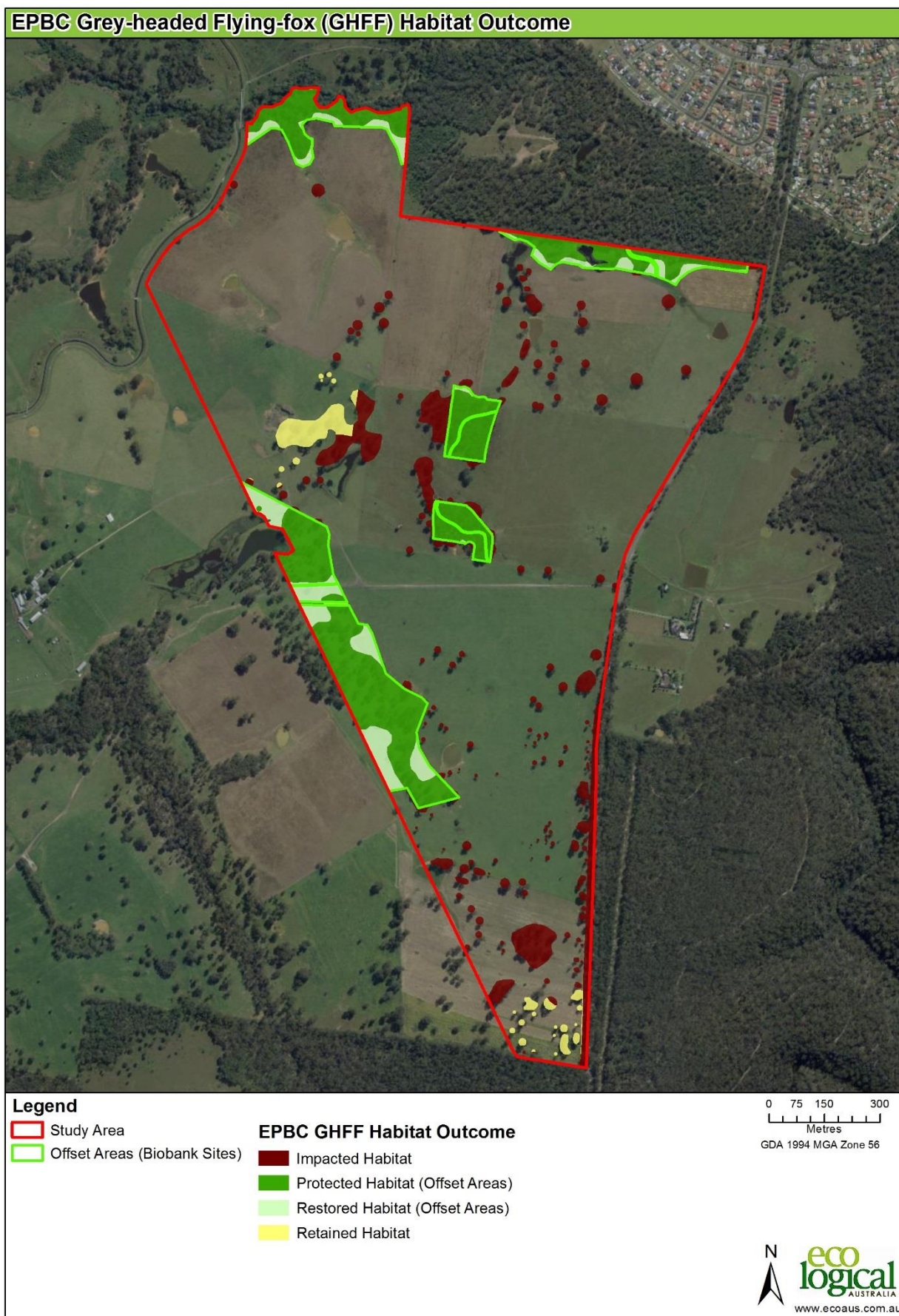


Attachment 3 – Map showing the extent of Koala habitat within the proposed action area.



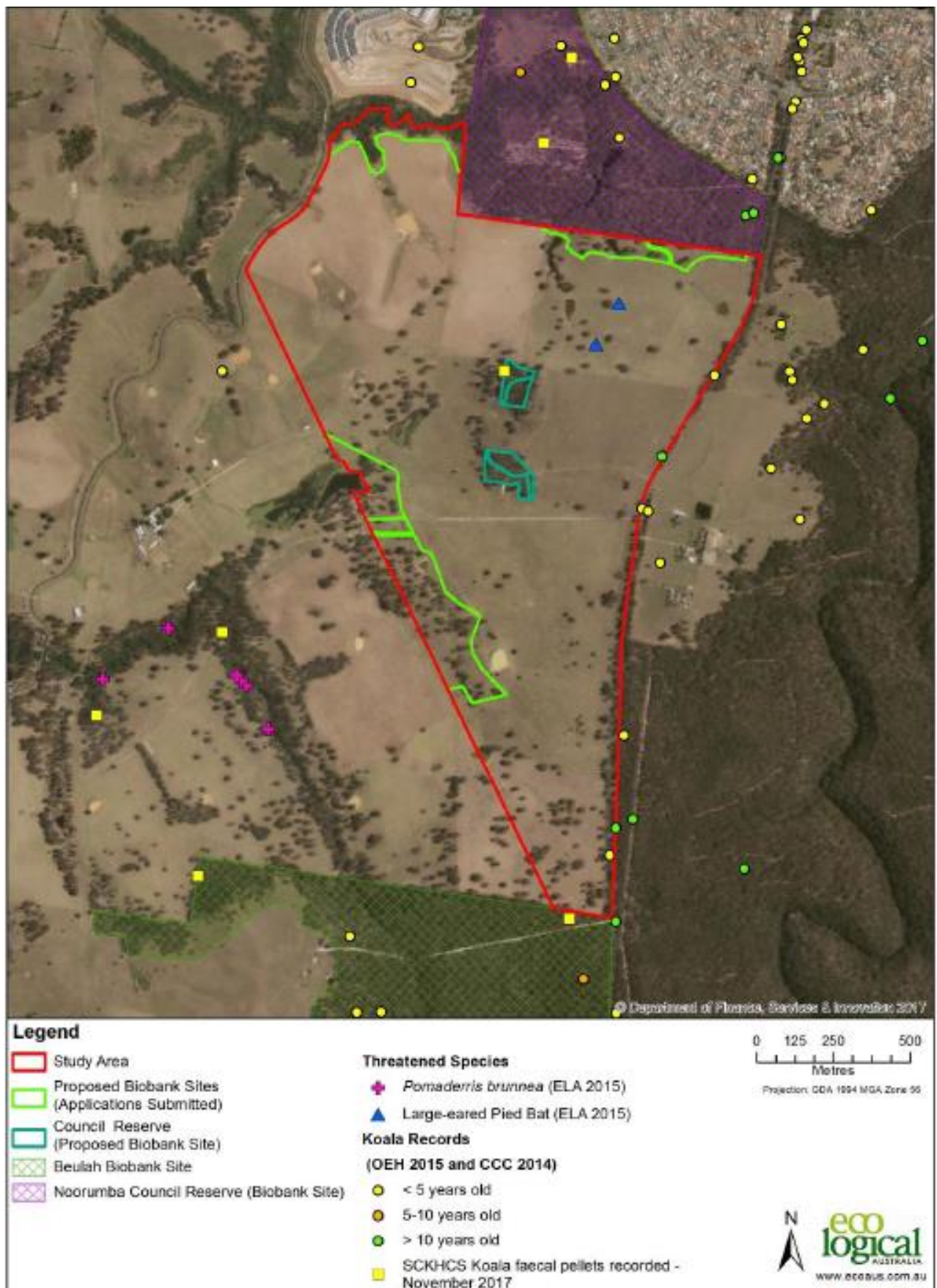


Attachment 4 – Map showing the extent of Grey-headed Flying-fox habitat within the proposed action area.



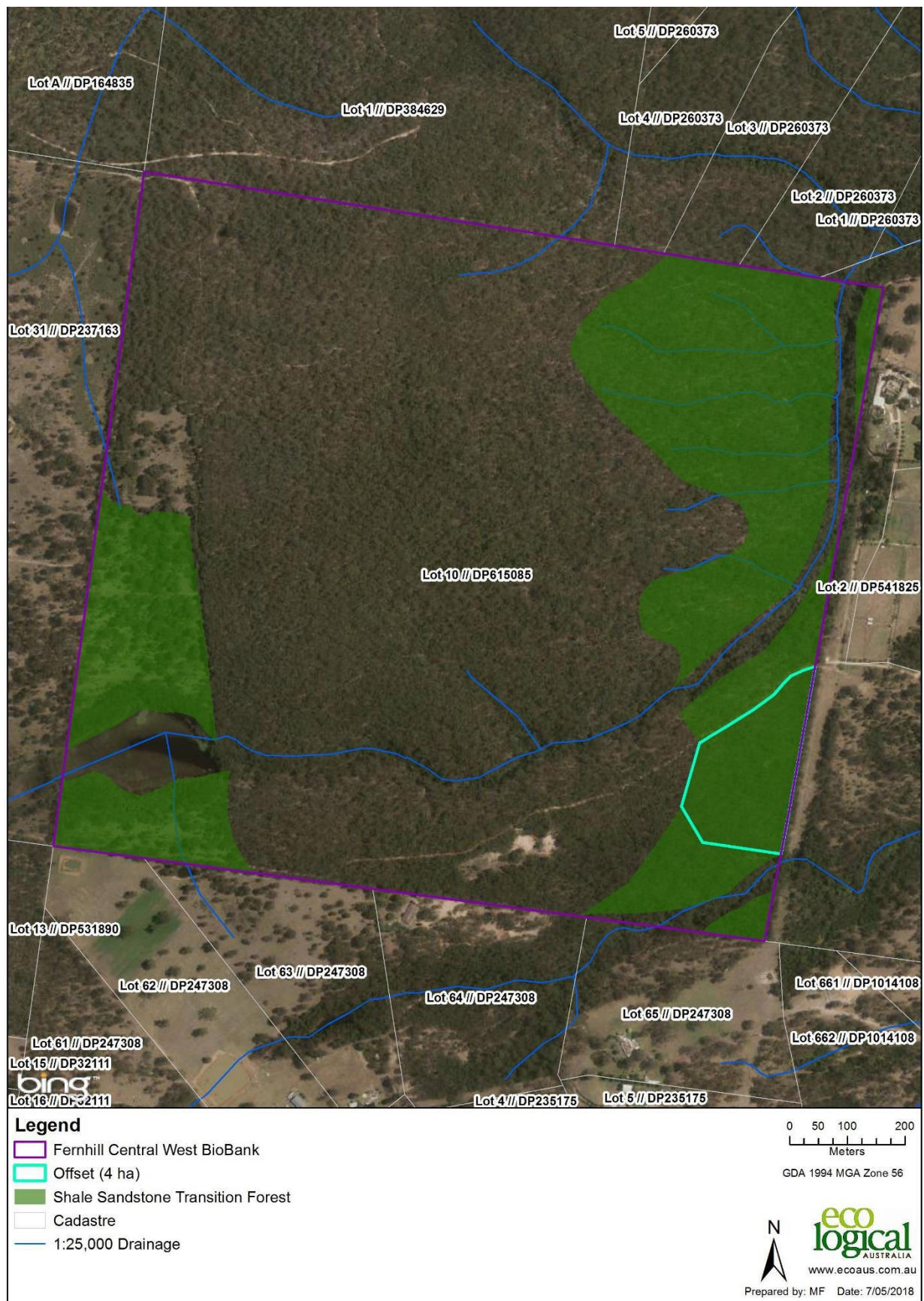


Attachment 5 – Map showing onsite offset areas and Council Reserve (Proposed BioBank site)





Attachment 6 – Map of Fernhill Central West biobank site





Attachment 7 – Map of Appin West offset site



VARIATION OF CONDITIONS ATTACHED TO APPROVAL

Mt Gilead residential development, NSW (EPBC 2015/7599)

This decision to vary conditions of approval is made under section 143 of the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

Approved action

Person to whom the approval is granted	Lendlease Communities (Mt Gilead) Pty Ltd ACN: 605 278 331
Approved action	Construction of a residential development including water and sewerage infrastructure, a community centre, a small kiosk / store, internal roads and two open space and recreation reserves on Lots 1-5 DP 1240836* and Lot 61 DP 752042 at Gilead, approximately 7 km south of Campbelltown city centre, New South Wales (as described in EPBC Act Referral 2015/7599 received 2 November 2015, and subject to the variations of the action accepted by the Minister under section 156B on Monday, 29 May 2017 and Thursday, 12 April 2018). <small>* Note that prior to subdivision in May 2018, Lots 1-5 DP1240836 were collectively known as Lot 3 DP1218887.</small>

Variation

Variation of conditions attached to approval	The variation is: Delete condition 7 attached to the approval and substitute with the condition specified below.
Date of effect	This variation has effect on the date the instrument is signed

Person authorised to make decision

Name and position	Greg Manning Assistant Secretary Assessments (WA, SA and NT) and Post Approvals Branch
Signature	
Date of decision	20 September 2019

Proposed varied condition 7

Prior to the **commencement of the action**, the approval holder must submit a Koala Management Plan for the **proposed action area** to the **Minister**. The Koala Management Plan must include provisions for the approval holder to contribute at least \$50,000 each year for five years to fund activities outlined in the plan. The approval holder must not **commence the action** until the **Minister** has approved the Koala Management Plan in writing. The approval holder must implement the approved Koala Management Plan. The first year's contribution to fund activities outlined in the plan must be made within 20 business days from the **commencement of the action**.



**BioBanking agreement
ID number: 208**

**Under the
Threatened Species Conservation Act 1995
for**

Mt Gilead Pty Ltd for

**Macarthur – Onslow biobank
Part Lot 4 in Deposited Plan 1240836**



**Office of
Environment
& Heritage**

BioBanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995*

This agreement made on the *23rd* day of *January 2019* between the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* ('the Minister', which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Mt Gilead Pty Ltd (ABN 92 008 499 189) ('the landowner') of Level 16, 1 Market Street Sydney NSW 2000, on the other part.

BACKGROUND

A The landowner is the owner of those parcels of land being:

Part Lot 4 in Deposited Plan 1240836, Parish of Menangle, County of Cumberland, known as Macarthur - Onslow biobank ('the land').

B The biobank site that is the subject of this agreement forms part of the land and is shown on *Figure 1 Site boundary; Macarthur - Onslow biobank*. The biobank site covered by this agreement consists of 11.98 hectares.

C The landowner has requested the Minister to enter into a BioBanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.

D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.

E The landowner and the Minister recognise that the biobank site contains the following known Aboriginal objects and/or Aboriginal places as defined by the *National Parks and Wildlife Act 1974*:

Not Applicable

Note: This BioBanking agreement only recognises the existence of known Aboriginal objects and/or Aboriginal places. It does not provide for the protection of Aboriginal objects or Aboriginal places. The protection of Aboriginal objects and Aboriginal places is dealt with by the *National Parks and Wildlife Act 1974*. This agreement does not authorise any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site land (see clause 2.2).

F The landowner and the Minister recognise that this BioBanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.

G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.

H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.

I Accordingly, the parties hereby enter into the following BioBanking agreement under section 127D of the Act.

- J The Minister has delegated the power to enter into this BioBanking agreement to the Chief Executive of the Office of Environment and Heritage.
- K Under section 127L of the Act, any person may bring proceedings in the Land and Environment Court for an order to remedy or restrain a breach of this agreement. Among other things, the Minister may ask the Court to award damages against the landowner for certain breaches of this agreement.
- L The Minister may, by order under section 127N of the Act, direct the landowner to carry out at their cost such work or actions as the Minister considers necessary to rectify any breach of this agreement. If the landowner does not comply with the order, the Minister may enter the land and cause the work or actions set out in the order to be carried out and may recover the costs of complying with the order from the landowner.
- M Where a person contravenes this agreement, the Minister may apply to the Land and Environment Court under section 127O of the Act for an order that the land be conveyed or transferred to the Minister or to another person or body nominated by the Minister.

Now this agreement witnesses:

1. Interpretation

1.1 In this agreement, unless the contrary intention appears:

the **'Act'** means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

'adaptive management' means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions or management plans are required to improve biodiversity values

'agreement' means this BioBanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

'animal' has the same meaning as in section 4 of the Act

'Annexure A' means Annexure A to this agreement entitled 'Maps of the biobank site'

'Annexure B' means Annexure B to this agreement entitled 'BioBanking Agreement Credit Report'

'Annexure C' means Annexure C to this agreement entitled 'Management actions and management plans'

'Annexure D' means Annexure D to this agreement entitled 'Monitoring, reporting and record keeping requirements'

'Annexure E' means Annexure E to this agreement entitled 'Payment schedules'

'annual report' means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

'authorised officer' means a person appointed under section 156B of the *National Parks and Wildlife Act 1974*

'biobank site' means that part of the land shown as the "biobank site" on the biobank site boundary map at Annexure A.

'biobank site boundary map' means the map entitled *Figure 1 Site boundary; Macarthur - Onslow biobank*, dated 15/01/2018 and included in Annexure A

'BioBanking Agreement Credit Report' means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

'BioBanking agreements register' means the register of biobank sites kept by the Chief Executive under Part 7A of the Act

'BioBanking Assessment Methodology' means the rules established under section 127B of the Act

'BioBanking Regulation' means the Threatened Species Conservation (Biodiversity Banking) Regulation 2008

'BioBanking Scheme' means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

'BioBanking Trust Fund' means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

'biodiversity credits' means biodiversity credits created under Part 7A of the Act

'biodiversity credits register' means the register of biodiversity credits kept by the Chief Executive under Part 7A of the Act

'biodiversity values' has the same meaning as in section 4A of the Act

'Chief Executive' means the Chief Executive of the Office of Environment and Heritage

'commencement date' means the date this agreement commences under clause 18 of this agreement

'critical habitat' has the same meaning as in section 4 of the Act

'day' means any day including Saturdays, Sundays and public holidays

'development' has the same meaning as in section 127(1) of the Act

'Chief Executive' has the same meaning as in section 4 of the Act

'ecological burn' means a burn to improve biodiversity values carried out as part of the management of fire for conservation

'fee unit' has the same meaning as in the BioBanking Regulation

'first payment date' means the date the balance in the relevant biobank site account is equal to or greater than 80% of the Total Fund Deposit for the first time

'Fund Manager' means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

GST has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the GST

'land' means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

'Landowner' means the registered proprietor (or in the case of multiple owners, the registered proprietors) of the biobank site.

'management action' means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be created. Such actions are set out in of Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

'management of fire for conservation' means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

'management of grazing for conservation' is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

'management payments' means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

'management plans' means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Chief Executive in accordance with the provisions of Annexure C)

'management zone' means those areas of the biobank site identified on the map entitled *Figure 3 Management Zones; Macarthur - Onslow biobank*, dated 15/01/2018 and included in Annexure A

'maximum operational surplus' has the same meaning as in clause 33(2) of the BioBanking Regulation

'Minister' means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister

'native animal' has the same meaning as in section 5 of the NPW Act

'native plant' has the same meaning as in section 5 of the NPW Act

'native vegetation' has the same meaning as in section 6 of the NV Act

'NPW Act' means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

'NV Act' means the *Native Vegetation Act 2003* (NSW)

'OEH' means the Office of Environment and Heritage

'ongoing' in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless specified otherwise

'operational deficit' has the same meaning as in clause 31(2) of the BioBanking Regulation

'operational deficit threshold' has the same meaning as in clause 32(2) of the BioBanking Regulation

'operational surplus' has the same meaning as in clause 31(3) of the BioBanking Regulation

'owner' has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act

'party' means a party to this agreement

'payment schedules' means the tables entitled 'payment schedule' and 'in perpetuity management costs' included in Annexure E

'pesticide' has the same meaning as in section 5 of the *Pesticides Act 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides

'plant' has the same meaning as in section 4 of the Act

'planting schedule' means the schedule at item 6.6 of Section 1, Annexure C

'processing fee' means the processing fee which is to accompany an application to enter into a BioBanking agreement as required by clause 14 of the BioBanking Regulation

'record keeping requirements' means those record keeping requirements set out in item 3 of Annexure D

'regrowth' has the same meaning as in section 9 of the NV Act

'relevant biobank site account' means the biobank site account within the BioBanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the BioBanking Regulation

'remnant native vegetation' has the same meaning as in section 9 of the NV Act

'sensitive threatened species' means any threatened species, populations or ecological communities or any critical habitat (or any area or areas of land proposed to be identified as critical habitat), information relating to the location of which must not be made available to the public on a register kept under Part 7A of the Act, as required by clause 48(1)(a) or (b) of the BioBanking Regulation

'threatened species, populations and ecological communities' and **'threatened species, population or ecological community'** have the same meaning as in the Act

'Total Fund Deposit' has the same meaning as in clause 26(1) of the BioBanking Regulation

'waste' has the same meaning as in the *Protection of the Environment Operations Act 1997*.

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.
- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.

- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.6 The schedules and Annexures to this agreement form part of this agreement.
- 1.7 Any notes included in the agreement do not form part of the agreement.

2. Status of this agreement

The parties agree that this agreement is a BioBanking agreement within the meaning of section 127D of the Act.

3. Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

- 3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any native animals, native plants, threatened species, populations and ecological communities, and their habitats.

Note: The clearing of native vegetation that is otherwise permissible in accordance with the NV Act (whether it is permissible under a Property Vegetation Plan, routine agricultural management activity (as defined under the NV Act), or is otherwise permitted under Part 3 of that Act) can only be carried out on the biobank site to which this agreement applies if it is also permissible under this agreement. Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

Cultural heritage

- 3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

Obtaining of consents, permits and authorisations

- 3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

Development

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:

3.4.1 is permitted or required under Annexure C, or

3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled 'Permissible human activities on the biobank site' contained in clause 3.6.

Permissible development

3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	Management zones
Note: 'development' and 'activity' (which is part of the definition of 'development' for the purposes of this agreement) are defined in the <i>Environmental Planning and Assessment Act 1979</i> .	
Any development within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any development permitted or required as part of a management action under Annexure C, including but not limited to maintaining existing access tracks on the biobank site, building shed/s to store weed control chemicals or other pesticides on the biobank site, building fences to manage stock on the biobank site and building structures to restore natural water flow regimes.	All zones
The construction of fencing for the purpose of controlling access.	All zones
Works required to restore natural flow regimes to the creek lines are permitted in accordance with Item 14 of Annexure C.	All zones shown on the <i>Figure 8 Permissible Development; Macarthur - Onslow biobank</i> dated 15/01/2018

Permissible human activities

3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	Management zones

Permissible human activities on the biobank site	
Description of human activities	Management zones
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any activity or any development permitted or required as part of a management action under Annexure C, including but not limited to mustering stock or feral herbivores including with mechanised vehicles, spraying or mechanically removing weeds, planting tubestock or sowing seeds of native vegetation, using drip torches, thinning native vegetation, disturbing soil temporarily to control erosion, encouraging regeneration, controlling nutrients or restoring natural flow regimes, laying baits, trapping or otherwise controlling vertebrate pests and feral herbivores and overabundant native herbivores.	All zones
Passive recreation, with the exception of overnight stays and/or camp fires, is permissible on the land to the extent that the condition of vegetation on site is not degraded. Passive recreation can include but is not limited to activities such as walking and bird watching.	All zones
Any activity required to undertake permissible development.	All zones

4. Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

- i. implement or procure the implementation of; and
- ii. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that

- i. the management actions to be carried out in accordance with clause 4.1; and
- ii. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner's obligations under this clause are subject to clause 12.4 of this agreement.

5. Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is \$754,430 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Chief Executive.

6. Biodiversity credits

6.1 The Chief Executive is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.

6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.

6.3 At the commencement date, the landowner is entitled to receive \$0 to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$0 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

The Part B amount is that part of the sale price received by the landowner (or another landowner if reference is made to a previous sale of that biodiversity credit type) after the entire Total Fund Deposit is satisfied and deposited into the BioBanking Trust Fund.

The sale price of each biodiversity credit will be negotiated between the landowner and the buyer and will be affected by supply and demand for each biodiversity credit. The final price at the time of transfer of the biodiversity credit (or retirement or the biodiversity credit without transfer) may not reflect this estimated amount.

The Minister does not warrant that the landowner will be able to sell biodiversity credits for the estimated market value.

7. Monitoring, record keeping and reporting

7.1 The landowner must comply with the monitoring and record keeping requirements as set out in Annexure D.

7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Chief Executive within the timeframe specified in Annexure D.

7.3 The landowner must notify the Chief Executive in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Chief Executive of:

7.3.1 the nature, location and time of the incident

7.3.2 the impact of the incident on biodiversity values

- 7.3.3 the measures that have been taken or will be taken in response to the incident
- 7.3.4 any provision of this agreement which may have been breached
- 7.3.5 the extent of any damage caused or permitted by the incident
- 7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

8. Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner's obligations under this agreement.

9. Change of land ownership or subdivision of land

- 9.1 The landowner must notify the Chief Executive in writing of any change of ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or lessee of the biobank site, or any part thereof, within twenty eight (28) days after the change of lessee or licensee of the biobank site. The notice must include the name and address and other relevant contact details of the new landowner, lessee or licensee.
- 9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.
- 9.3 The landowner must notify the Chief Executive in writing no less than 14 days before the biobank site is subdivided.
- 9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

10. Right to enter biobank site for research and monitoring

- 10.1 The landowner must permit access to the biobank site at any time to the Minister, the Chief Executive, an authorised officer or an officer of OEHL for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the

nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Chief Executive, an authorised officer or an officer of OEHL must ensure that such access does not:

- 10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or
- 10.1.2 interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.
- 10.2 The Minister, Chief Executive, an authorised officer or an officer of OEHL may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive, an authorised officer or an officer of OEHL. The landowner will not unreasonably withhold consent.
- 10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11. Agreement preparation expenses

Each party bears its own costs in connection with the preparation and execution of this agreement.

12. Obligations of the Minister

- 12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.
- 12.2 The Minister may only make such a direction if:
 - 12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and
 - 12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and
 - 12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.
- 12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.

- 12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:

12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and

12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

- 12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.

- 12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13. Ownership of the land and registration of this agreement

- 13.1 The landowner represents and warrants to the Minister that as at the date of this agreement it is:

13.1.1 the legal and beneficial owner of the land; or

13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.

- 13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.

- 13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.

- 13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14. Variation and termination

- 14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.
- 14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.
- 14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G (5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15. Indemnity and release

- 15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.
- 15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.
- 15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

- (i) 'protected person' means:
- (a) the Minister

- (b) the Chief Executive
 - (c) the employees or officers of the Office of Environment and Heritage
 - (d) any other person acting under the direction or control of the Minister or Chief Executive for any purpose
 - (e) the Crown in right of the State of New South Wales;
- (ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

16. Dispute resolution

- 16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.
- 16.2 Within 14 days of the written notice, the Chief Executive and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Chief Executive and the landowner will refer the matter to mediation.
- 16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.5 Notwithstanding the above clauses, the Minister, the Chief Executive or a person duly authorised by the Chief Executive, may enforce this agreement under the Act, or institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.
- 16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

17. Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

18. Commencement

This agreement shall have effect from the day it is executed by all parties.

19. Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the BioBanking agreements register and, where biodiversity credits have been registered, on the BioBanking credits register maintained by the Chief Executive and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.

20. Exercise of Minister's and Chief Executive's powers

- 20.1 The landowner acknowledges that the Minister may authorise any officer of OEH to exercise any of the Minister's functions under this agreement on the Minister's behalf.
- 20.2 The landowner acknowledges that the Chief Executive may authorise any officer of OEH to do any thing that the Chief Executive authorises for the purposes of this agreement.

21. Notices

- 21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or faxed to that party at its fax number set out below:

The Minister

Address	Biodiversity Conservation Trust PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention	Manager, Agreements and Technical Services

Landowner

Address	c/o Nexia Australia, Level 16 1 Market Street Sydney NSW 2000
Attention	Lee Macarthur - Onslow

- 21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.
- 21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive's discretion to give or withhold from giving such notice, consent or permission.

Agreement Annexures

- Annexure A Maps of biobank site
- Annexure B BioBanking Agreement Credit Report
- Annexure C Management actions and management plans
- Annexure D Monitoring, reporting and record keeping requirements
- Annexure E Payment schedules

In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by Linda Bell

, Acting Director,
Conservation Programs Branch, Office of
Environment and Heritage (OEH), as the
Minister's delegate under Section 142A of the
Threatened Species Conservation Act 1995 in the
presence of:

Date

23/1/2019

Denise Wallace

Witness signature

Date

23/1/2019

Witness name Denise Wallace.

Witness address 59 Goulburn St, Sydney.

Signed by the landowners or directors

Laith Orr

Director

Date

17 January 2019

Regan

Director

Date

17 January 2019

In the presence of

Neill Hillman

Witness signature

Date

17 January, 2019

Witness name NEIL HILLMAN

Witness address

18 ACACIA STREET

OATLEY NSW 2223

In the presence of

Neill Hillman

Witness signature

Date

17 January, 2019

Witness name NEIL HILLMAN

Witness address

18 ACACIA STREET

OATLEY NSW 2223

Annexure A: Maps of biobank site

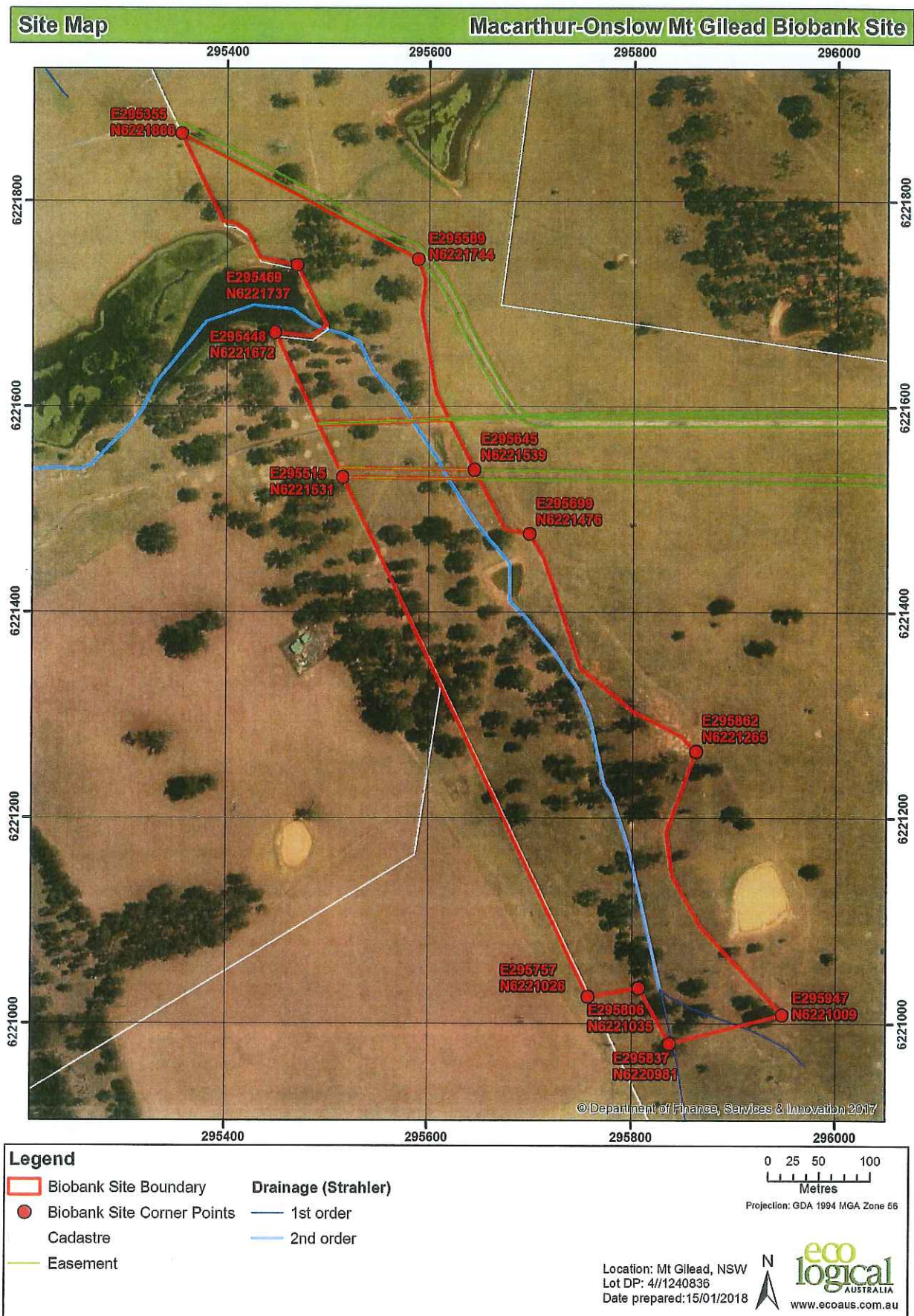


Figure 1 Site boundary; Macarthur - Onslow biobank

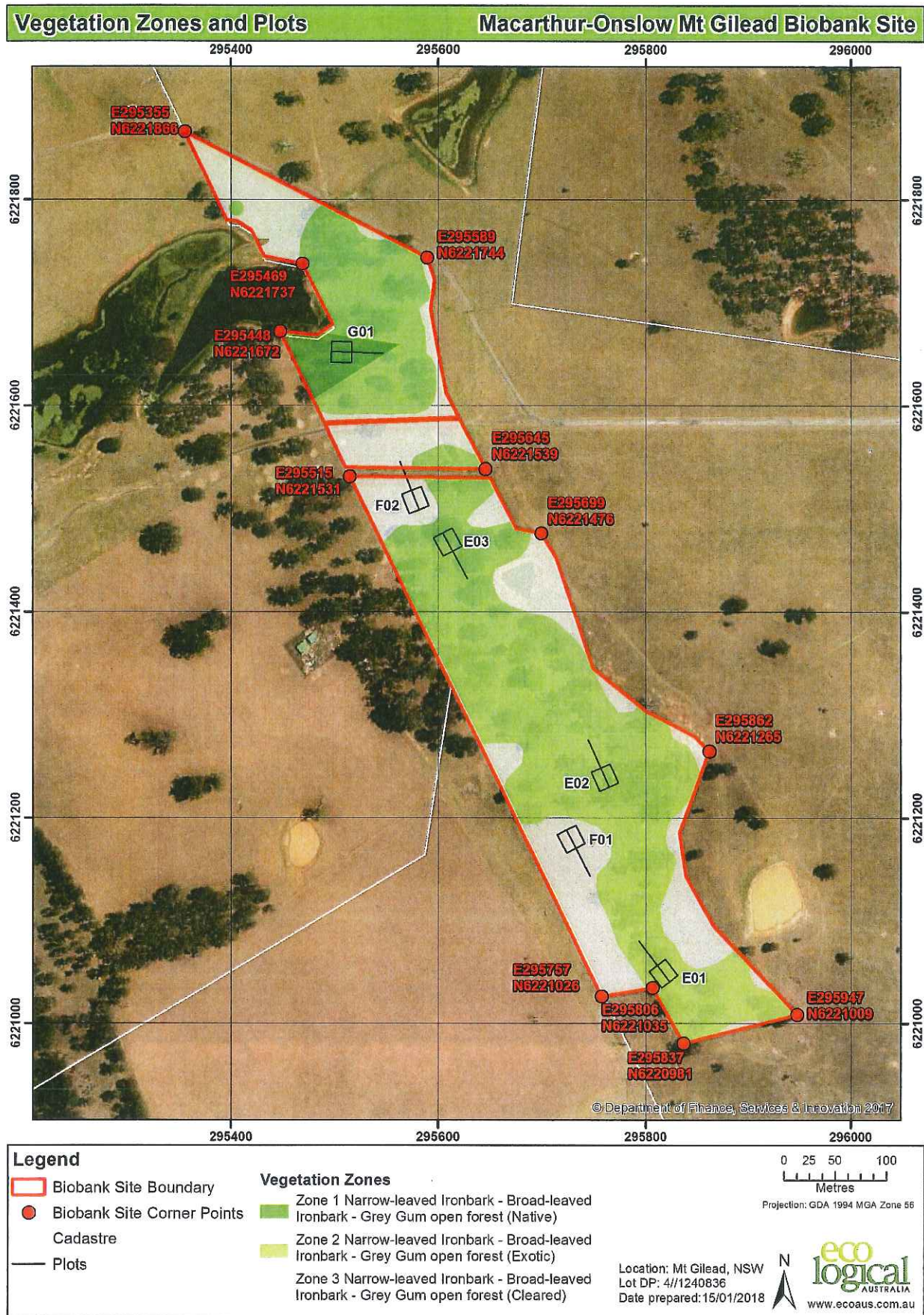


Figure 2 Vegetation zones; Macarthur - Onslow biobank

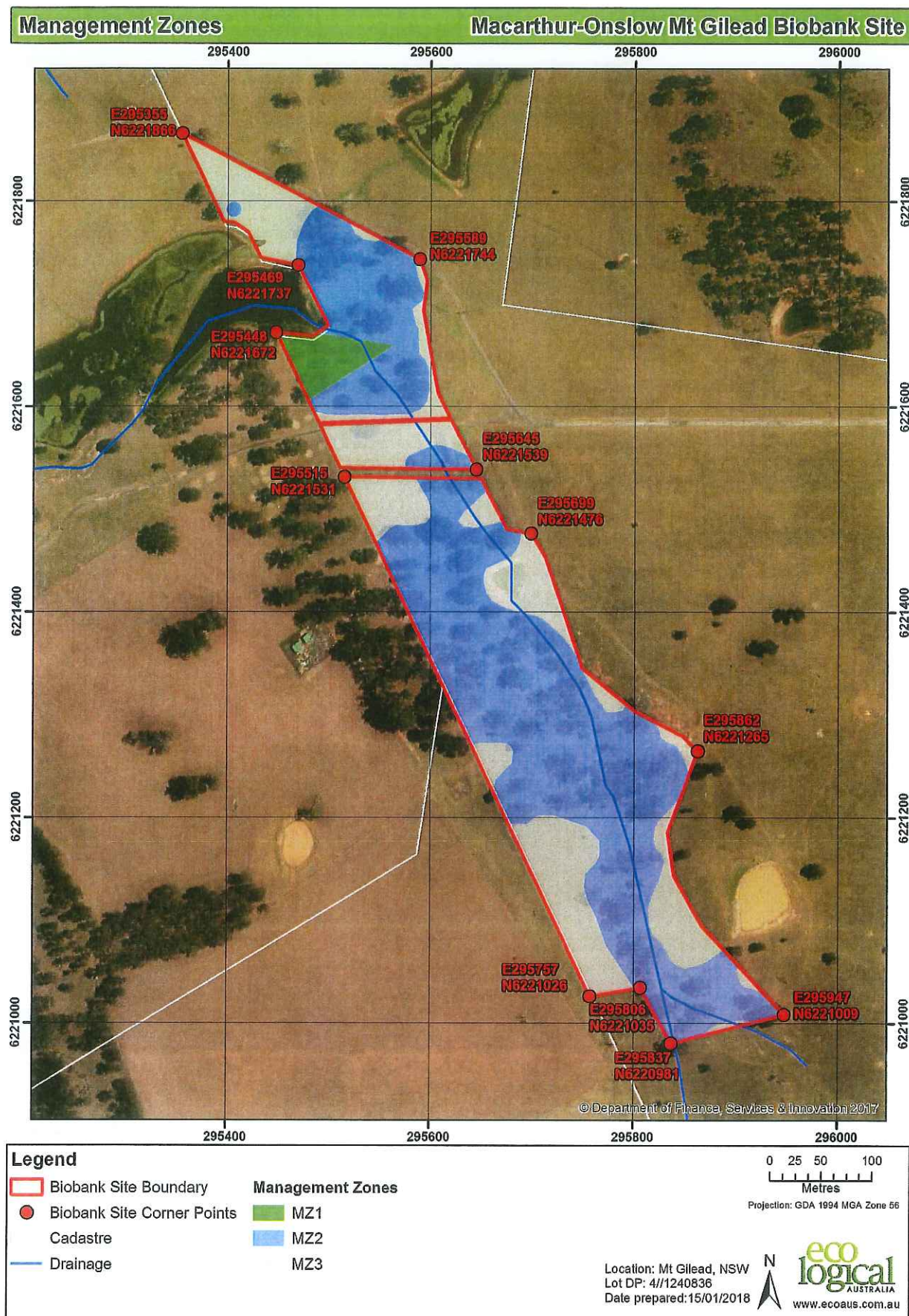


Figure 3 Management zones; Macarthur - Onslow biobank

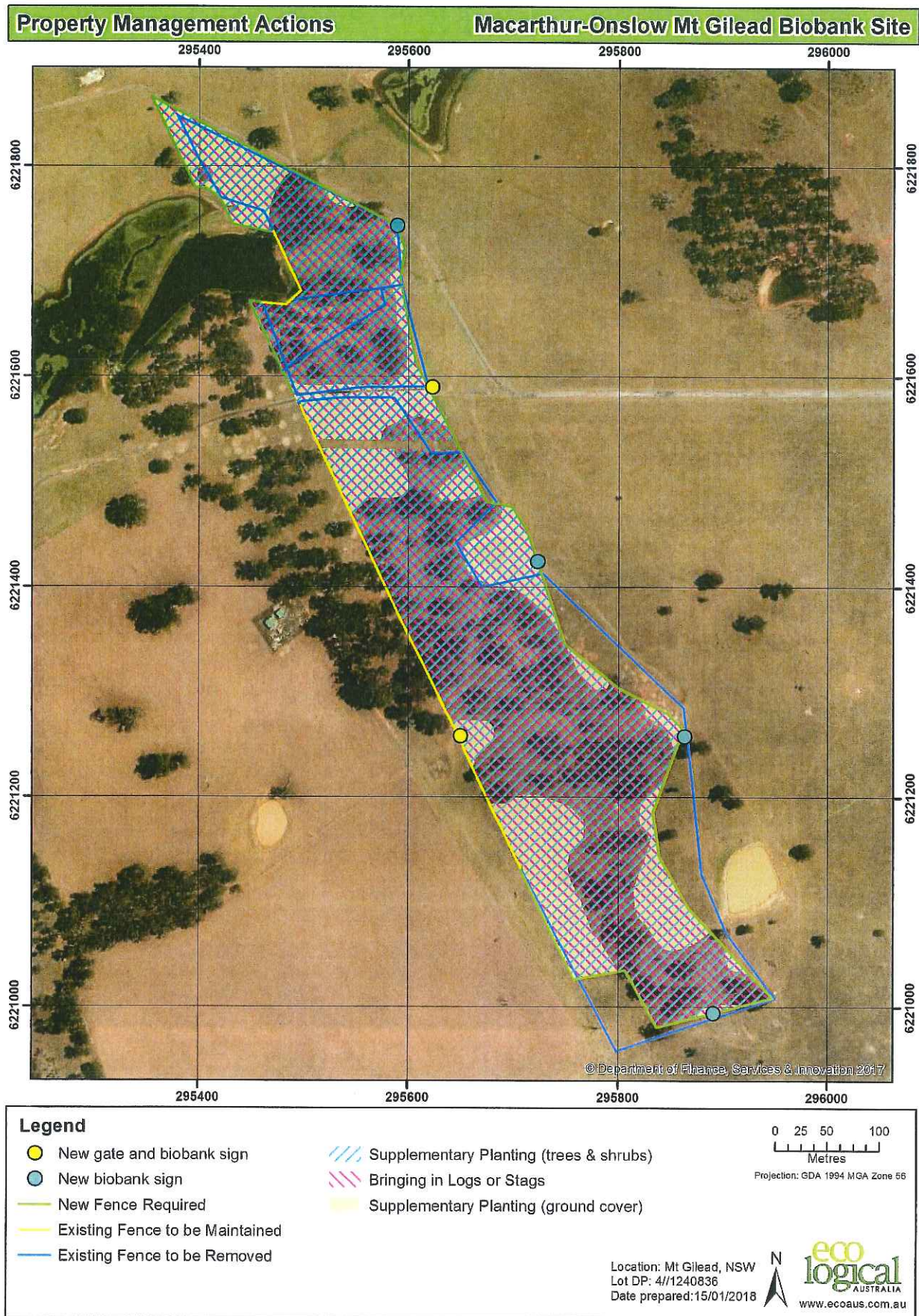


Figure 4 Property management actions; Macarthur - Onslow biobank

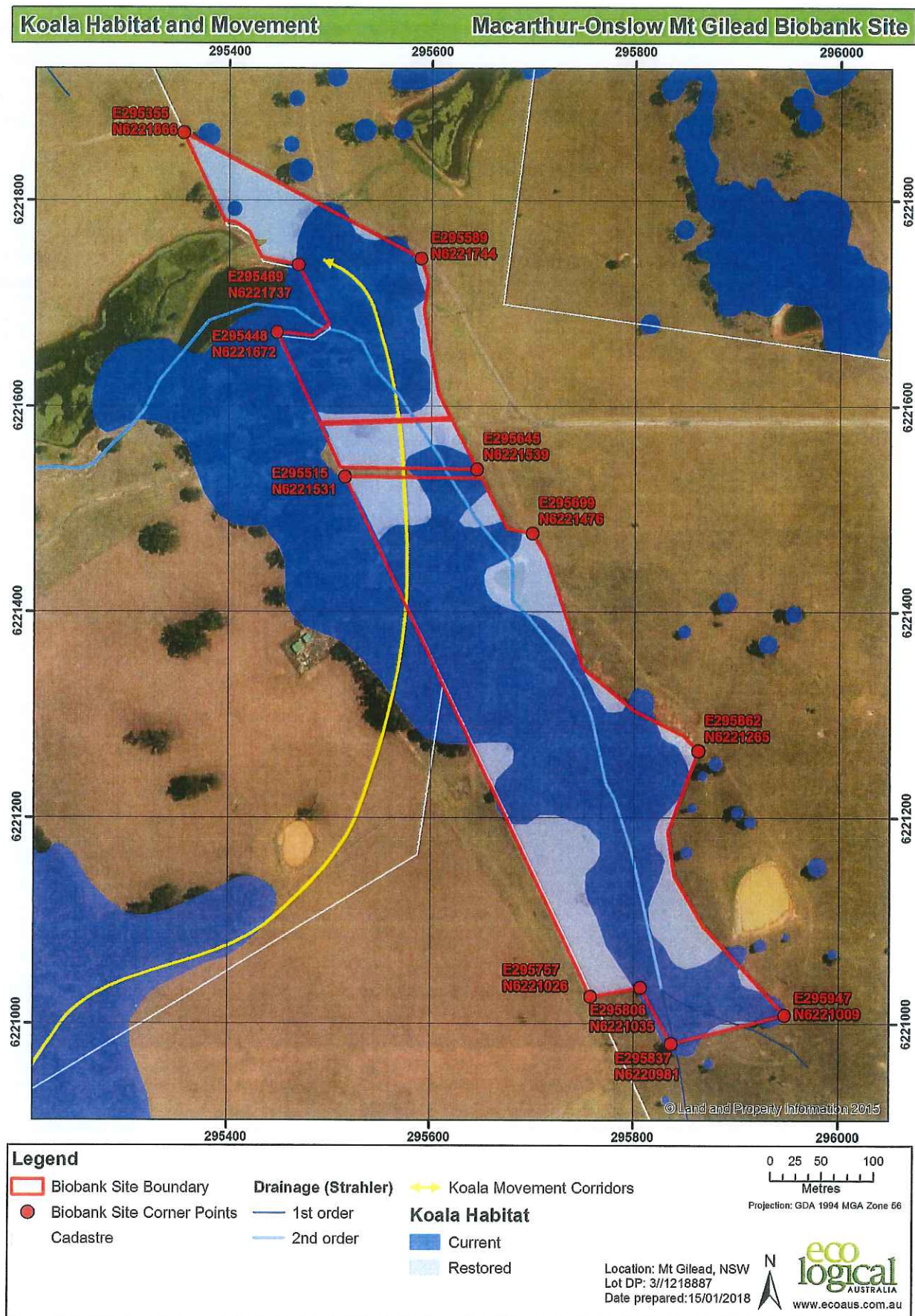


Figure 5 Koala habitat; Macarthur - Onslow biobank

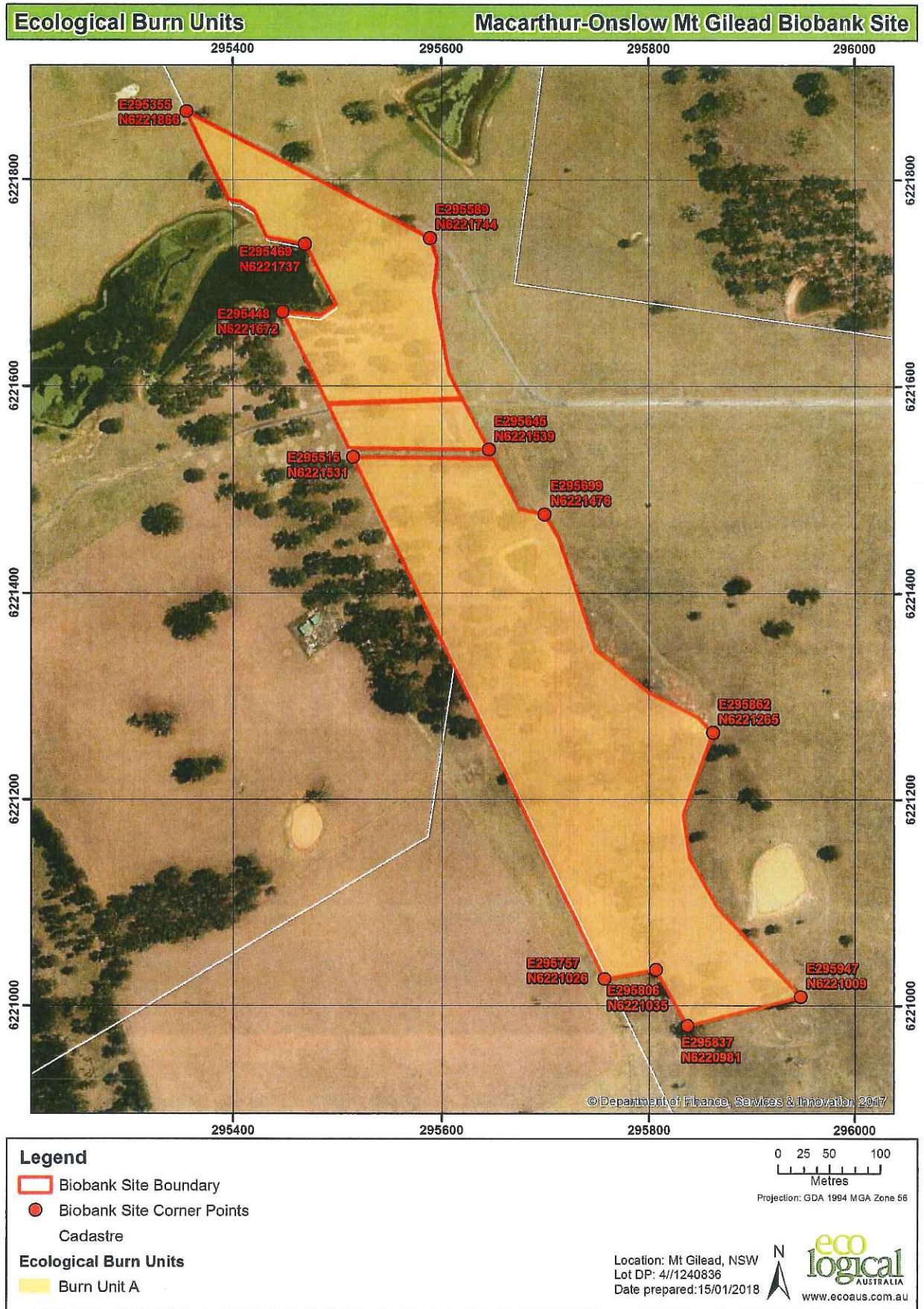


Figure 6 Ecological Burn Units; Macarthur - Onslo biobank

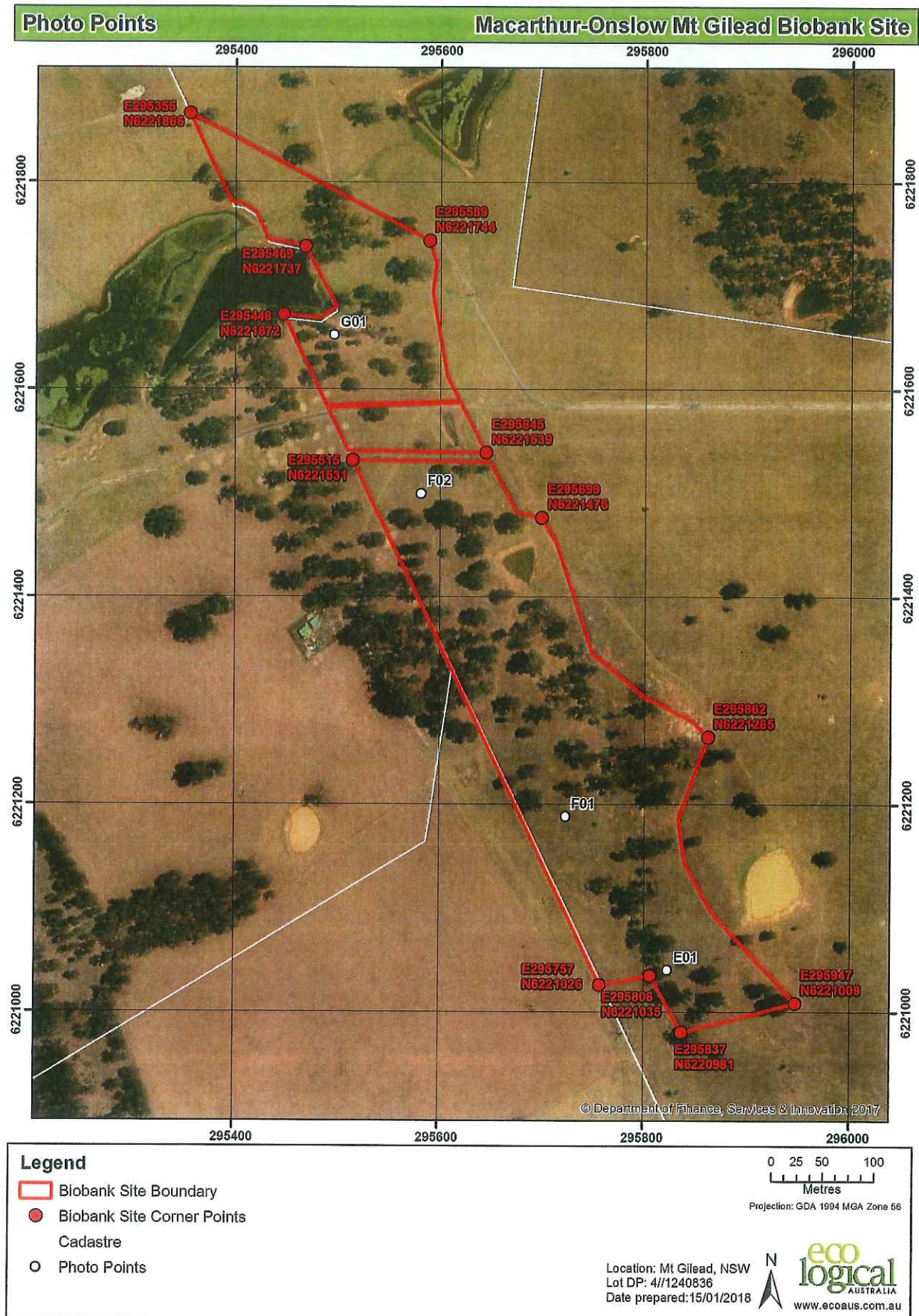


Figure 7 Photo monitoring points; Macarthur - Onslow biobank

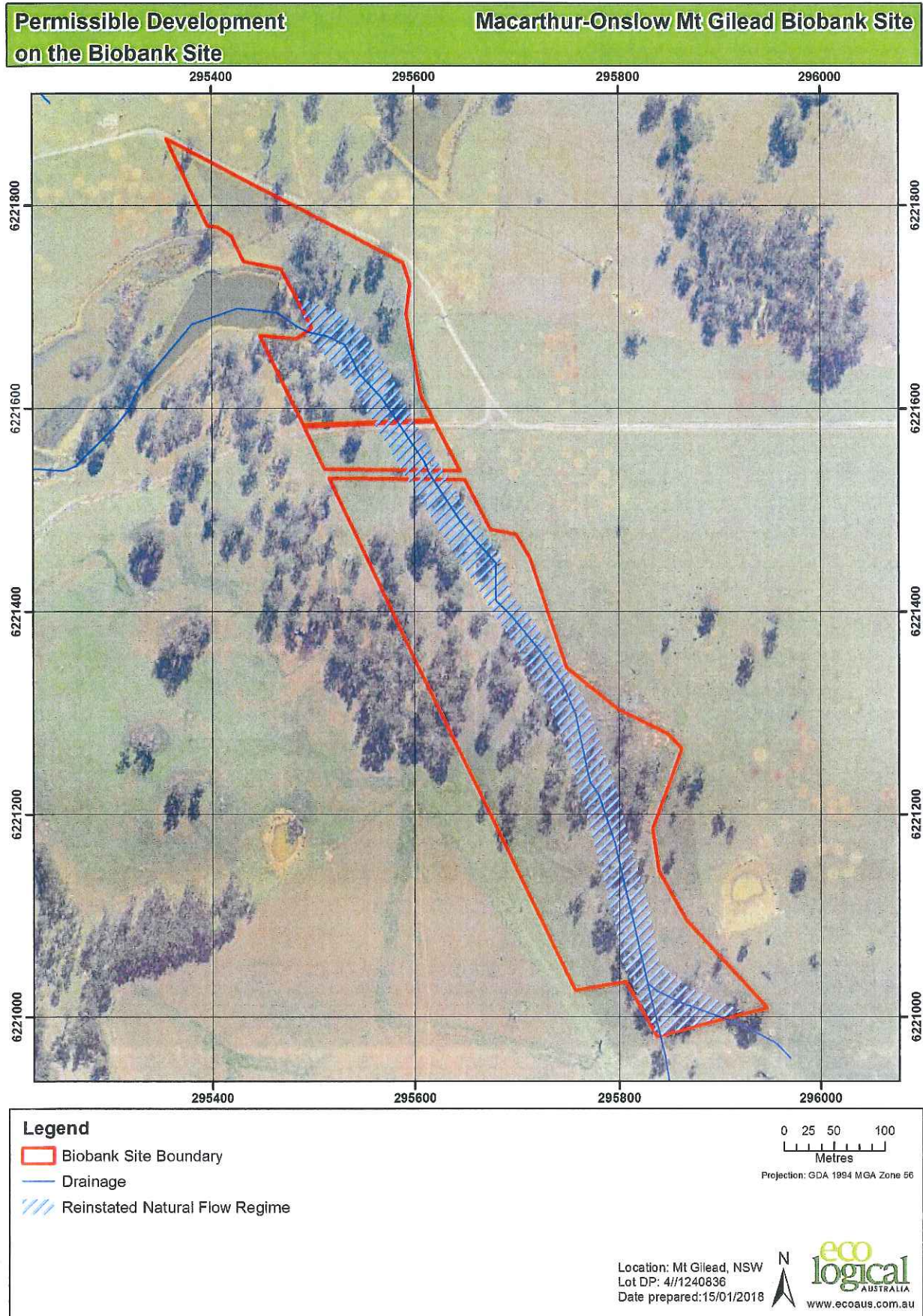


Figure 8 Permissible Development; Macarthur - Onslow biobank

Annexure B: BioBanking Agreement Credit Report

BioBanking credit report



Office of
Environment
& Heritage

This report identifies the number and type of credits required at a BIOBANK SITE

Date of report: 16/01/2018

Time: 2:53:20PM

Calculator version: v4.0

Biobank details

Proposal ID: 0156/2015/1813B
Proposal name: Macarthur-Onslow Mt Gilead Biobank Site
Proposal address: 901 Appin Road Gilead NSW 2560

Proponent name: Mt Gilead Pty Ltd
Proponent address: C/- Nexia Australia Level 16, 1 Market Street Sydney NSW 2000
Proponent phone: 0400 483 141

Assessor name: Enhua Lee
Assessor address: Greater Sydney Branch Parramatta NSW 2150
Assessor phone: 9585 6302
Assessor accreditation: 176

Additional information required for approval:

- ☐ Use of local benchmark
- ☐ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion
 - ☐ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion
 - ☐ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion
- ☐ Expert report...
- ☐ Request for additional gain in site value

Ecosystem credits summary

Plant Community type	Area (ha)	Credits created
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	11.98	120.00
Total	11.98	120

Credit profiles

1. Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion, (HN556)

Number of ecosystem credits created	89
IBRA sub-region	Cumberland - Hawkesbury/Nepean

2. Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion, (HN556)

Number of ecosystem credits created	31
IBRA sub-region	Cumberland - Hawkesbury/Nepean

Species credits summary

Common name	Scientific name	Extent of impact Ha or individuals	Number of species credits created
Koala	Phascolarctos cinereus	11.98	85

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Koala	Exclude miscellaneous feral species
Koala	Slashing
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Slashing

Annexure C: Management actions and management plans

This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the Threatened Species Conservation Act 1995.

A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

- (i) Section 1: Standard management actions ('Section 1'); and
- (ii) Section 2: Additional management actions ('Section 2')

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

- (i) Section 3: Standard management plans ('Section 3'); and
- (ii) Section 4: Additional management plans ('Section 4')

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

- I. removal of noxious weeds under the *Noxious Weeds Act 1993*
- II. the control of noxious animals under the *Local Land Services Act 2013*
- III. an obligation arising under an eradication order or pest control order under Part 10 of the *Local Land Services Act 2013*
- IV. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*
- V. in respect of the *Rural Fires Act 1997*:
 - (a) an emergency fire fighting act within the meaning of that Act
 - (b) emergency bushfire hazard reduction work within the meaning of that Act
 - (c) any notified steps issued to the landowner under section 63 of that Act

- (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
 - (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:
 - i. a current bushfire hazard reduction certificate that applies to the work
 - ii. the provisions of any bushfire code applying to the land specified in the certificate.
- A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the BioBanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.

B Timing for carrying out management actions

- B1 An obligation to carry out a management action (or implement and comply with a management plan):
 - (i) will commence on the commencement date or first payment date (as indicated); and
 - (ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.
- B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.
- B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

Standard management actions		
Item 1	Management of grazing for conservation	Timing
1.1	Stock must not be permitted to graze in any area of the biobank site.	Ongoing from first payment date.
1.2	This item is not applicable.	
1.3	This item is not applicable.	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, other than an area on the biobank site where grazing is permitted, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from first payment date.
Item 2	Weed control	Timing
2.1	<p>The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 ('the weed management plan') (or such updated integrated weed management plan as has been approved by the Chief Executive under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
2.2	<p>The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing 	Ongoing from first payment date.

	<p>habitat for native species</p> <ul style="list-style-type: none"> • the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities • methods for monitoring the success of weed control activities • a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the <i>Noxious Weeds Act 1993</i>) • additional weed control activities to destroy or remove any new weed species that are found on the site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
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Item 3	Management of fire for conservation	Timing
3.1	<p>The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Chief Executive under item 3.2 below) (‘the fire management plan’). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from commencement date.
3.2	<p>The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the fire management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • the year the last fire went through, the type of fire and the extent of the fire and location, where known • frequency of natural fires in the area of the biobank site, where known • a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt • the methods that will be used for ecological burns • the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the <i>Rural Fires Act 1997</i> to ensure minimum frequency between ecological burns • the fire intensity for the recommended vegetation types • the time of year suitable for ecological burns • the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	Ongoing from first payment date.
3.3	<p>Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human</p>	Ongoing from commencement date.

	activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	
Item 4	Management of human disturbance	Timing
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	This item is not applicable.	
4.4	The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site. Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i> .	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.	Ongoing from first payment date.
4.6	Fencing and/or signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH. Specific requirements: <ul style="list-style-type: none"> • 1,800m of new fencing required including maintenance. Refer to <i>Figure 4 Property management actions; Macarthur - Onslow biobank</i>, dated 15/01/2018 and included in Annexure A. New fencing will be to stock-proof standard. • 2,400m of new/existing fence to be maintained. Refer to <i>Figure 4 Property management actions; Macarthur - Onslow biobank</i>, dated 15/01/2018 and included in Annexure A.. New fencing will be to stockproof standard. • Two new gates required. Refer to <i>Figure 4 Property management actions; Macarthur - Onslow biobank</i>, dated 15/01/2018. • A total of four Biobank signs required. Indicative locations provided on <i>Figure 4 Property management actions; Macarthur - Onslow biobank</i>, dated 15/01/2018. • Approximately 100m of gravel road to be removed (ripped and restored). 	Ongoing from first payment date.
Item 5	Retention of regrowth and remnant native vegetation Note: An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Timing
5.1	Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management	Ongoing from commencement date.

	<p>actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement.</p> <p>Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.</p>	
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
Item 6	Replanting or supplementary planting where natural regeneration will not be sufficient	Timing
6.1	<p>The landowner must undertake planting or seeding of the native groundcover/shrub/tree species indicated in the planting schedule for the biobank site as set out in item 6.6 below ('the planting schedule') in the areas of planting and within the timeframe indicated in the planting schedule.</p> <p>If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the landowner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time.</p> <p>Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be undertaken prior to such planting.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> • Revegetation will be required in MZ1, MZ2, and MZ3. Zones are as per <i>Figure 3 Management zones; Macarthur - Onslow biobank</i>, dated 15/01/2018 and included in Annexure A. • Revegetation will consist of planting canopy species in MZ1 and MZ3, shrubs in all management zones, and direct seeding of groundcovers (grasses only) in MZ3 (restoration work in MZ2 as well but no additionality). • For the canopy, plantings will be undertaken to achieve a total of 13.875% canopy in MZ1 and 9.25% canopy in MZ3, considering the existing canopy cover in these zones, to achieve 75% of canopy benchmark for MZ1, and 50% canopy benchmark for MZ3 (lower range of benchmark values used). • For the mid-storey, plantings will be undertaken to achieve a total of 6.5% mid-storey in all zones, to achieve 50% of mid-storey benchmark (lower range of benchmark values used). • For the groundcover (grasses only), direct seeding will be undertaken to achieve a total of 15% cover in MZ3 to achieve grass benchmark cover (lower range of benchmark values used) • Species to be used are provided in Section 6.6. Alternative species may be considered at time of planting should supply be limited or issues with certain species be identified, such as problems with disease or insect attack. • Plant numbers in Item 6.6 are for guidance only and 	Commencing from first payment date.

	<p>combinations of any of these species may be altered as required due to stock availability and as considered appropriate by the bush regeneration contractor, so long as the total number of plantings for each management zone are undertaken (as per <i>Figure 3 Management zones; Macarthur - Onslow biobank</i>, dated 15/01/2018).</p> <p>Regarding tree and shrub plantings, these will:</p> <ul style="list-style-type: none"> • Follow collection techniques, seed preparation, and growing as per Florabank Best Practice Guidelines. • Consist of tubestock/potted individuals of local provenance. • Be undertaken at approximately 5.408 trees/ha for MZ1, 6.575 trees/ha for MZ3, and 693 shrubs/ha for all zones (MZ1 already has trees and MZ2 already has shrubs), although trees and shrubs will be unevenly spaced and planted in 'patches' of shrub species to mimic natural distribution. • Be installed by hand or with a petrol auger. A hole twice the depth and width of the root-ball should be dug and 1 tablespoon of native fertiliser applied. • Be watered twice, once immediately after planting. Planting can be scheduled immediately before rain events to satisfy this condition. • Be undertaken in the autumn to allow time for establishment. <p>Regarding ground cover (grass) seeding, these will:</p> <ul style="list-style-type: none"> • Follow collection techniques, seed preparation, and storage as per Florabank Best Practice Guidelines. • Consist of direct seeded native grasses of local provenance. Grass species should be combined with other species of similar sowing time and habitat requirements and mixed with a bulking agent (e.g. wood mulch). • Be done in conjunction with the removal of weeds from MZ3. • Be targeted to bare patches, especially those resulting from removal of weeds. Note that soil disturbance should be undertaken consisting of ripping with hand tools to a depth of approximately 5 cm. Small patches of soil disturbance may require mechanical tools for more compacted areas. • Spread at a rate of roughly 54,083 seeds/ha (roughly 5-6 seeds/m²) for MZ3 into bare and disturbed areas as required • Occur at appropriate germination times for specific species, most likely autumn or spring, as close as possible before expected rain events. 	
6.2	<p>Areas of planting or seeding as set out in the planting schedule must be protected from grazing.</p> <p>Specific requirements:</p> <p>Stock must not be permitted to graze any area of the biobank</p>	Ongoing from first payment date.

	site.	
6.3	<p>The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region, the landowner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	Conduct the first survey 24 months after the completion of planting or seeding in each area of planting or seeding, and then every 12 months thereafter.
6.4	<p>Areas of planting and seeding must be managed as required to assist the establishment and survival of native plant species.</p> <p>Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by stock (in accordance with item 6.2 above) at strategic times of the year to control weeds to improve biodiversity values. The dates of planting must be recorded in accordance with the record keeping requirements set out in Annexure D.</p>	As required, from the date that planting or seeding areas are established.
6.5	Seeds and plants used for planting and seeding must be obtained from locally collected provenances, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change).	As required (from commencement date if relevant to prepare for future planting).

6.6 Planting schedule at the biobank site

Species' common name	Species' scientific name	Management zones of planting	Number of plants per area	Planting method	Timing
Canopy					
Red Bloodwood	<i>Corymbia gummifera</i>	MZ1 and MZ3	MZ1: 2	Tubestock/hiko cell and as per item 6.1	March-April, Sept-Nov
Thin-leaved Stringybark	<i>Eucalyptus eugenioides</i>	MZ1 and MZ3	MZ3: 2	As above	As above
Turpentine	<i>Syncarpia glomulifera</i>	MZ1 and MZ3	MZ1: 2	As above	As above
Shrubs					
Sydney Green Wattle	<i>Acacia decurrens</i>	All zones	MZ1: 26 MZ2: 26 MZ3: 26	Tubestock/hiko cell and as per item 6.1	March-April, Sept-Nov
	<i>Acacia falcata</i>	All zones	As above	As above	As above

Hickory Wattle	<i>Acacia implexa</i>	All zones	As above	As above	As above
Parramatta Green Wattle	<i>Acacia parramattensis</i>	All zones	As above	As above	As above
Black She-oak	<i>Allocasuarina littoralis</i>	All zones	As above	As above	As above
Forest Oak	<i>Allocasuarina torulosa</i>	All zones	As above	As above	As above
Native Cranberry	<i>Astroloma humifusum</i>	All zones	MZ1: 24 MZ2: 24 MZ3: 24	As above	As above
	<i>Bossiaea prostrata</i>	All zones	MZ1: 26 MZ2: 26 MZ3: 26	As above	As above
Coffee Bush	<i>Breynia oblongifolia</i>	All zones	As above	As above	As above
Blackthorn	<i>Bursaria spinosa</i>	All zones	MZ1: 24 MZ2: 24 MZ3: 24	As above	As above
Bitter Pea	<i>Daviesia ulicifolia</i>	All zones	As above	As above	As above
Blue Flax-lily	<i>Dianella caerulea</i>	All zones	MZ1: 26 MZ2: 26 MZ3: 26	As above	As above
	<i>Dianella revoluta</i> var. <i>revoluta</i>	All zones	As above	As above	As above
Large-leaf Hop-bush	<i>Dodonaea triquetra</i>	All zones	As above	As above	As above
Cherry Ballart	<i>Exocarpos cupressiformis</i>	All zones	As above	As above	As above
Rough Guinea Flower	<i>Hibbertia aspera</i>	All zones	As above	As above	As above
Dogwood	<i>Jacksonia scoparia</i>	All zones	As above	As above	As above
Tick Bush	<i>Kunzea ambigua</i>	All zones	As above	As above	As above
	<i>Lepidosperma laterale</i>	All zones	As above	As above	As above
Prickly Beard-heath	<i>Leucopogon juniperinus</i>	All zones	As above	As above	As above
Peach Heath	<i>Lissanthe strigosa</i>	All zones	As above	As above	As above
Wattle Mat-rush	<i>Lomandra filiformis</i>	All zones	MZ1: 24 MZ2: 24 MZ3: 24	As above	As above

Many-flowered Mat-rush	<i>Lomandra multiflora</i>	All zones	As above	As above	As above
Large Mock-olive	<i>Notelaea longifolia</i>	All zones	MZ1: 26 MZ2: 26 MZ3: 26	As above	As above
White Dogwood	<i>Ozothamnus diosmifolius</i>	All zones	As above	As above	As above
Narrow-leaved Geebung	<i>Persoonia linearis</i>	All zones	As above	As above	As above
Slender Rice Flower	<i>Pimelea linifolia</i>	All zones	As above	As above	As above
Groundcovers (grasses only)					
Threeawn Speargrass	<i>Aristida vagans</i>	MZ3	2500	Direct seeding and as per item 6.1	March-April, Sept-Nov
	<i>Austrostipa pubescens</i>	As above	3400	As above	As above
Barbed Wire Grass	<i>Cymbopogon refractus</i>	As above	3400	As above	As above
Shorthair Plumegrass	<i>Dichelachne micrantha</i>	As above	2500	As above	As above
Small-flowered Finger Grass	<i>Digitaria parviflora</i>	As above	2500	As above	As above
	<i>Digitaria ramularis</i>	As above	3400	As above	As above
Bushy Hedgehog-grass	<i>Echinopogon caespitosus</i>	As above	2500	As above	As above
Forest Hedgehog-grass	<i>Echinopogon ovatus</i>	As above	3400	As above	As above
Bordered Panic	<i>Entolasia marginata</i>	As above	3400	As above	As above
Wiry Panic	<i>Entolasia stricta</i>	As above	3400	As above	As above
Brown's Lovegrass	<i>Eragrostis brownii</i>	As above	2500	As above	As above
Paddock Lovegrass	<i>Eragrostis leptostachya</i>	As above	2500	As above	As above
Weeping Grass	<i>Microlaena stipoides</i>	As above	2500	As above	As above
Two-colour Panic	<i>Panicum simile</i>	As above	3400	As above	As above
	<i>Paspalidium distans</i>	As above	3400	As above	As above
Tussock	<i>Poa labillardierei</i>	As above	3500	As above	As above
Wallaby Grass	<i>Rytidosperma fulvum</i>	As above	3400	As above	As above

Kangaroo Grass	<i>Themeda australis</i>	As above	2500	As above	As above
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Item 7	Retention of dead timber	Timing
7.1	<p>Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site except for the personal (non-commercial) use by the landowner for firewood for one dwelling only or for repair of fencing (not for construction of fencing).</p> <p>Dead timber used for fencing repair must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of dead timber collected from the biobank site for use in fencing, the location that that dead timber was collected from and the date it was collected (month, year).</p> <p>Specific requirements:</p> <p>No dead timber to be used for firewood or repair of fencing.</p>	Ongoing from commencement date.
7.2	<p>Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> • Logs will be introduced into MZ1 and MZ3 as shown in <i>Figure 4 Property management actions; Macarthur - Onslow biobank</i>, dated 15/01/18, and will be done progressively as timber becomes available from nearby development sites in years 2-5. • Acceptable logs will consist of pieces at least 25cm in diameter and no shorter than 1m long. • Timber will be randomly distributed throughout these zones as isolated pieces or small piles to achieve >25-<50% of the benchmark i.e. up to 150m/ha (benchmark is 30m/0.1ha or 300m/ha). • Stags with hollows will be introduced into MZ1 (1) and MZ2 (10) 	When required but not before the first payment date.
Item 8	Erosion control	Timing
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p>	Commencing from first payment date.

Item 9	Retention of rocks	Timing
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	Rocks from outside the site may be placed on the biobank site to improve habitat for threatened species. Rocks, once placed on the biobank site, are subject to item 9.1 above. The landowner must make and retain records of the location of the rocks placed on the site and the date the rocks were brought onto the site in accordance with the record keeping requirements.	When required but not required before the first payment date.

Section 2: Additional management actions

Additional management actions		
Item 10	Control of feral and overabundant native herbivores - rabbits	Timing
10.1	<p>The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Chief Executive under item 10.2 below) ('the feral and overabundant native herbivores management plan'). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Ongoing from first payment date.
10.2	<p>The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the feral or overabundant native herbivore/s • consideration of relevant current OEH and other pest management programs and methods • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect biodiversity values on the biobank site • additional control actions to destroy or remove any new feral and 	Ongoing from first payment date.

	<p>overabundant native herbivore pest species that occur on site</p> <ul style="list-style-type: none"> • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the feral and overabundant native herbivores management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
Item 11	Vertebrate pest management – foxes	Timing
11.1	<p>The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Chief Executive under item 11.2 below) (‘the vertebrate pest management plan’). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
11.2	<p>The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats • consideration of relevant current OEH and other pest management programs • the method/s of vertebrate pest control in each management zone determined in accordance with best management practice • the frequency and timing of vertebrate pest control actions in each management zone • methods for monitoring the success of vertebrate pest control actions • a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site • additional vertebrate pest control actions to destroy or remove 	Ongoing from first payment date.

	<p>any new vertebrate pest species that occur on-site</p> <ul style="list-style-type: none"> • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary. 	
Item 12	Nutrient control	Timing
12.1	<p>Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.</p>	Ongoing from commencement date.
Item 13	Control of exotic fish species	Timing
13.1	This item is not applicable.	
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	<p>All artificial structures on waterways or waterbodies on the biobank site identified in <i>Figure 8 Permissible Development; Macarthur - Onslow biobank</i>, dated 15/01/2018, as requiring filling or removal in order to restore the natural flows must be removed or filled.</p> <p>All management actions associated with this item must be conducted in accordance with best practice management practice at the time.</p>	Commencing from first payment date.
14.2	<p>All necessary rehabilitation resulting from the removal of artificial structure/s referred to in item 14.1 must be undertaken.</p> <p>All management actions associated with this item must be conducted in accordance with best practice management.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> • Any obstructions preventing natural waterflow regimes must be rectified. This includes scour protection works including the installation of protection measures such as rock riffles, minor restorative landscaping and temporary erosion controls and restorative landscaping and minor grading works along boundary fence-line interfaces to manage minor flow regimes 	Within 12 months of the date an artificial structure is removed.
14.3	<p>Artificial structures such as dams or levee banks that impede the natural flow regimes on the biobank site must not be constructed unless approved by the Chief Executive in writing for the purpose of restoring natural flows.</p>	Ongoing from commencement date.

Section 3: Standard management plans

Weed management plan

The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.

The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.

The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.

Weed types

Weed	Common name of target weed	Scientific name of target weed	Description of infestation (e.g. intensity (% cover) & location within zone)	Management zones
A	Scarlet Pimpernel	<i>Anagallis arvensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
B	Daisy	<i>Asteraceae</i> weed 1	Localised infestation	MZ2, MZ3
C		<i>Axonopus</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	All zones
D	Cobbler's Pegs	<i>Bidens pilosa</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
E	Brome	<i>Bromus</i> sp.	Localised infestation	MZ2
F	Thistle	<i>Carthamus</i> sp.	Localised infestation	MZ2
G	Nettle-leaf Goosefoot	<i>Chenopodium murale</i>	Localised infestation	MZ2
H	Spear Thistle	<i>Cirsium vulgare</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
I	Fleabane	<i>Conyza bonariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
J	Umbrella Sedge	<i>Cyperus eragrostis</i>	Localised infestation	MZ1, MZ2
K	Panic Veldtgrass	<i>Ehrharta erecta</i>	Sparse to heavy presence amongst mix of herbaceous and grass weeds	MZ2
L	Goose Grass	<i>Eleusine tristachya</i>	Localised infestation	MZ1, MZ3

M		<i>Lepidium</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2
N		<i>Medicago</i> sp.	Localised infestation	MZ2, MZ3
O	Red-flowered Mallow	<i>Modiola caroliniana</i>	Localised infestation	MZ2, MZ3
P	Paspalum	<i>Paspalum dilatatum</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
Q	Kikuyu	<i>Pennisetum clandestinum</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
R	Plantain	<i>Plantago lanceolata</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
S		<i>Richardia</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2
T	Fireweed	<i>Senecio madagascariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
U	Pigeon Grass	<i>Setaria parviflora</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
V	Paddy's Lucerne	<i>Sida rhombifolia</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
W		<i>Solanum</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
X	Bindii	<i>Soliva sessilis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
Y		<i>Sporobolus</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
Z	Chickweed	<i>Stellaria</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	All zones
AA	Unidentified exotic grass		Localised infestation	MZ4
AB		<i>Trifolium</i> sp.	Localised infestation	MZ2
AC	Unknown forb		Localised infestation	MZ2
AD	Unknown grass	Buffalo grass?	Localised infestation	MZ3
AE	Purpletop	<i>Verbena bonariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2

Methods of weed control			
Management zone/s	Weeds	Method of weed control	Frequency
All zones	Grass Weeds	<div><div>1.</div><div>Primary treatment: Spot-spray with a non-selective herbicide and hand removal.</div></div> <div><div>2.</div><div>Maintenance: Spot-spray and hand removal as required.</div></div>	<div><div>1.</div><div>Years 1-5: Throughout the year, but work, especially spraying, should be focused between September and February.</div></div> <div><div>2.</div><div>Years 6-9: Minimum of two treatments, October and February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.</div></div> <div><div>3.</div><div>Years 10 and beyond: Throughout the year. Spraying during growing season, approximately September to February</div></div>
All zones	Herb-aceous weeds	<div><div>1.</div><div>Primary treatment: Spot-spray with a non-selective herbicide and hand removal.</div></div> <div><div>2.</div><div>Secondary treatment: Spot-spray as required.</div></div> <div><div>3.</div><div>Maintenance: Spot-spray and hand removal as required.</div></div>	<div><div>1.</div><div>Years 1-5: Throughout the year, but work, especially spraying, should be focused between September and February.</div></div> <div><div>2.</div><div>Years 6-9: Throughout the year. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.</div></div> <div><div>3.</div><div>Years 10 and beyond: Throughout the year. Spraying during growing season, approximately September to February</div></div>
MZ1, MZ2, MZ3	Woody weeds	<div><div>1.</div><div>Primary treatment: cut and paint.</div></div> <div><div>2.</div><div>Secondary treatment: cut and paint, spot spray, as required.</div></div> <div><div>3.</div><div>Maintenance: Spot-spray and hand removal, as required.</div></div>	<div><div>1.</div><div>Years 1-5. Throughout the year, but work, especially spraying, should be focused between September and February.</div></div> <div><div>2.</div><div>Years 6-9: Throughout the year. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.</div></div> <div><div>3.</div><div>Years 10 and beyond. Throughout the year. Spraying during growing season, approximately September to February.</div></div>
Native planting required to provide habitat for native species affected by weed control activities			
Management zone	Description of planting required (reference planting schedule at item 6.6)		Timing
Not applicable given the rate of weed removal and the availability of comparable habitat within and surrounding the site. Additionally, weeding will be staged and planting will take place soon after weed treatment as specified in Item 6			

Monitoring and inspections of existing and new weeds			
Management zone/s	Weeds	Method of monitoring	Dates required
All zones	Grass weeds (including: Kikuyu, Panic Veldgrass, Paspalum, Pigeon Grass, and Brome)	<ol style="list-style-type: none"> 1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover. 	<ol style="list-style-type: none"> 1. By end of Year 5. 2. By end of Year 9 and ongoing.
All zones	Herbaceous weeds (including: Cobbler's Pegs, Thistle, Fleabane, Fireweed, Paddy's Lucerne and Purpletop)	<ol style="list-style-type: none"> 1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover. 	<ol style="list-style-type: none"> 1. By end of Year 5. 2. By end of Year 9 and ongoing.
Other weed management activities (where required)			
Unless otherwise specified, all herbicide used should be a non-specific herbicide formulated for use around water (e.g. Roundup Biactive®).			
All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any weed management, they must be replaced.			
Zones are as per <i>Figure 3 Management zones; Macarthur - Onslow biobank</i> , dated 15/01/2018 and included in Annexure A.			

Template for reporting of monitoring activities			
Management zone/s	Date	Observations and assessment of monitoring This table must include the information for each zone (or groups of zones) which is described in the table titled 'monitoring and inspections of existing and new weeds'.	
Diary template for weed control management			
Date	Management zone/s	Description and type of activity undertaken (e.g. weed control, observation)	Minor variations (details and reasons)

Fire for conservation management plan

The plan includes information on all known previous fire events in the 'Fire history' table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (RFA) 1997* to ensure the minimum frequencies between ecological burns.

The landowner must carry out ecological burns for each management zone according to the method and frequency described (as informed by the history and requirements sections and in accordance with Section 3 of this annexure). These actions are set out in the 'Ecological burning actions table'. Monitoring and inspections (set out in the 'Fire management monitoring' table) as described must also be implemented. The landowner must also carry out the actions listed in the 'Other fire management activities' table.

The table titled 'Template of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled 'Diary template for fire management activities' to record the management actions undertaken or observations made, including any minor variations.

Fire history for previous 20 years (or longer if known)

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zones
	No known fires for previous 20 years	

Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion (Shale Sandstone Transition Forest)	Avoid fires at intervals less than five years. Avoid fire exclusion greater than 50 years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

Ecological burning actions

Management zones	Actions	Supervision & extinguishing	Time of year for	Frequency (years)
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		techniques	burning	
All zones	<p>Ecological burns should be carried out at an interval of five to 40 years with the majority of cycles within five to 25 years. Some intervals at the higher end of this range (i.e. greater than 25 years) are desirable.</p> <p>Crown fires should not occur at the lower end of this range</p> <p>Burns within each zone should be in a 'mosaic' pattern.</p> <p>Indicative single burn unit, burnt approx. every 12 years (subject to seasonal ability to conduct burns and any wildfire events (refer to <i>Figure 6 Ecological Burn Units; Macarthur - Onslow biobank</i>, dated 15/01/2018 and included in Annexure A).</p> <p>Burns to begin in year 15.</p>	<p>Suitably experienced organisations such as the Rural Fire Service to be engaged to supervise preparation of burn area, undertake burn and extinguish. Extinguishing techniques as applicable which may include containment lines comprising of exiting management trails, back burned areas or wet lines.</p>	<p>July - October</p>	<p>From first payment date, with first burn to occur in year 15.</p> <p>If a wildfire or hazard reduction burn occurs, any subsequent planned burn may only be undertaken in that area after five years from the date of the preceding fire.</p>

Methods for monitoring the outcomes of ecological burns

Management zones	Method of monitoring	Dates required
All zones	<p>Recording the date and intensity of fire, area burnt during fire, any canopy scorched and percentage of leaf litter remaining.</p> <p>Visual monitoring of all of the management zones being burnt is required to be undertaken. The monitoring is to provide:</p> <ul style="list-style-type: none"> the date, intensity of fire and area burnt during the fire, a general description of the vegetation structure and species composition within the zone an interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone a recommendation on the timing and location for future planned ecological burns within the zone (or for other zones) photographic and written record of the area burnt relating to plant species and cover abundance starting 12 months post fire. <p>The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'.</p>	<p>After each ecological burn event or other fire event (planned or wildfire).</p>

Other fire management activities (where required)

All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any ecological burns, they must be replaced.

Existing vegetation of the site is as per *Figure 2 Vegetation zones; Macarthur - Onslow biobank*, dated 15/01/2018 and included in Annexure A.

Template for reporting of monitoring activities		
Management zone/s	Date	Observations and assessment of monitoring

Diary template for fire management activities			
Date	Management zone/s	Description of activity undertaken or observation made	Minor variations (details and reasons)

Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores

The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by OEH and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.

The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.

Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.

Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zones
A	European Rabbit (<i>Oryctolagus cuniculus</i>)	Evidence of low infestation, likely to be present in all zones.	All zones

Methods considered

Feral type	Name and description of program or method	Describe suitability
A	Pindone poison baits.	Effective means of controlling rabbits.
A	Warren destruction and burrow fumigation.	Appropriate where active warrens identified.

Methods of control

Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Warren destruction as necessary. Can take place regardless of timing of rabbit control undertaken.	As required

Monitoring and inspections

Management zones	Feral types	Method of monitoring	Dates required
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All	A	<p>The monitoring is to comprise a regular walk over of the site (at least once every six months) and a visual estimate of the level of grazing, browsing and/or burrowing impacts. The level of impact is to be recorded as negligible, minimal, moderate or high.</p> <p>The monitoring is to also include recording the number and location of any tracks, traces or sightings of foxes and/or cats. This information is to be used in the vertebrate pest management plan to inform the methods of control listed in that plan.</p>	Every six months from Year 1
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where feral or overabundant native herbivores may have interfered with or damaged posts.			

Template for reporting of monitoring activities			
Management zone/s	Date	Current level of impact on vegetation This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for feral and overabundant herbivore management			
Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the feral and overabundant herbivores targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by OEH and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table.

The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table. The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
A	Fox	Foxes were observed during vegetation surveys and are likely to be utilising the site and occasionally constructing dens as part of a larger home range.	All

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Baiting (in conjunction with broader control programs), and den fumigation (as required).	For this small biobank site baiting is not considered effective. Baiting at the landscape scale is required to more appropriately manage vertebrate pests.

Methods of control

Management zones	Pest types	Method of control	Frequency and timing
All	A	Baiting (in conjunction with broader control programs), and den fumigation (as required).	As required but only with permission obtained to bait (as within 500m of residential areas)

Monitoring and inspections of existing and new vertebrate pests

Manage ment zone/s	Pest type/s	Method of monitoring	Dates required
All	All	<p>Monitoring of vertebrate pest activity is to comprise regular nocturnal walkovers (at least once every three months) of the site to determine levels of activity. The level of activity is to be recorded as negligible, minimal, moderate or high.</p> <p>Monitoring is to also include the number, date and location of any animals shot, dens destroyed or baits taken.</p> <p>The monitoring will also include recording the number and location of any tracks, traces or sightings of feral or overabundant native herbivores. This information is to be used in the feral or overabundant native herbivore pest management plan to inform the methods of control listed in that plan.</p>	Every three months from commencement.

Other management activities (where required)

Plot marker posts are to be maintained or replaced where vertebrate pests may have interfered with or damaged posts.

Template for reporting of monitoring activities

Management zone/s	Date	Current level of impact on vegetation or threatened fauna species This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for vertebrate pest management			
Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the vertebrate pests targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Annexure D: Monitoring, reporting and record keeping requirements

This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on *Figure 7 Photo monitoring points; Macarthur - Onslow biobank*, dated 15/01/2018 and included in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: GDA94 MGA Zone 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
G01	295495	6221652	80°
E01	295824	6221042	335°
F01	295722	6221186	140°
F02	295582	6221498	310°

- 1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	B. Interval
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months

Physical condition of fencing and gates to determine whether they are maintained to a standard that can: <ul style="list-style-type: none"> control the movement of stock if required under item 1 in Section 1 of Annexure C control human disturbance if required under item 4 in Section 1 of Annexure C control the movement of feral and overabundant native herbivores if required under item 10 of Section 2 control vertebrate pests if required under item 11 of Section 2 	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

2 Reporting requirements – annual report

2.1 The landowner must complete and submit to the Chief Executive for approval an annual report using the annual reporting template provided in this Annexure or, if the Chief Executive has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Chief Executive from time to time and supplied to the landowner.

2.2 An annual report must be prepared for each reporting period. A reporting period means:

2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months

2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.

The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.

2.3 The annual report for the report period must be supplied to the Chief Executive by registered post not later than 30 days after the end of each reporting period.

2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.

2.5 The annual report must:

2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C

- 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
- 2.5.3 include the photographs taken at the photo points listed in Annexure D
- 2.5.4 include any other information required in the annual reporting template.

Annual reporting template

Biobank site annual report						
Location details						
BioBanking agreement ID:		Name of landowner/s:				
Reporting date:		Property address:				
Records of management actions undertaken						
Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including where undertaken (including reference to management zones), any variations and the reasons for variation)	Visual observations and other comments (including reasons for non-completion)	
1 Management of grazing conservation						
2 Weed control						
3 Management of fire for conservation						
4 Management of human disturbance						
5 Retention of native vegetation						
6 Planting or seeding						
7 Retention of dead timber						
8 Erosion control						

9	Retention of rocks						
10	Control of feral and overabundant native herbivores						
11	Vertebrate pest management						
12	Nutrient control						
13	Control of exotic fish species						
14	Maintenance or reintroduction of natural flow regimes						
Incident or event that has adverse effect on biodiversity values on biobank site							
Incident or event including adverse impacts (e.g. natural events)				Action taken and proposed recommended actions			
Records submitted with this report							
<input type="checkbox"/> Photographs taken at the photo points set in the BioBanking agreement.							
<input type="checkbox"/> Results of the inspections required to be conducted in item 1.2 of Annexure D to the BioBanking agreement.							
<input type="checkbox"/> Results of any monitoring, inspections or surveys required in Annexures C and D to the BioBanking agreement.							

Signature and certification	
<p>I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the BioBanking agreement.</p> <p>Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.</p>	
Signed	Signed
Date	Date

3 Record keeping requirements

3.1 The following written records and photographs must be created and retained by the landowner:

- 3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken
- 3.1.2 for a management action which is permitted to be carried out only in accordance with the Chief Executive's consent or approval, a copy of that consent or approval
- 3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Chief Executive, a copy of the Chief Executive's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C
- 3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations
- 3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs
- 3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
- 3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement
- 3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.

3.2 The landowner must retain a copy of each annual report.

3.3 All records required to be kept by this agreement must be:

- 3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);
- 3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and

Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.

- 3.3.3 produced to any authorised officer on request by an authorised officer.

Annexure E: Payment schedule

Note:

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income for management actions meets or exceeds \$75,000 (or \$150,000 for a non-profit organisation) you are required to register for GST.

'Enterprise' has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case do not indicate an ABN in item 1.1 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

1 Agreement to issue recipient created tax invoices

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number 92 008 499 189).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for any supplies under this agreement.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

- 2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.
- 2.2 The first year of the payment timing, as set out in the payment schedules, commences from the first payment date.

- 2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.
- 2.4 Each amount is included in the present value calculation and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the management payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the management payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

$$\frac{A \times B}{C}$$

Where:

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index

A is the dollar value (\$) of the management payment amounts as set out in the Payment Schedules prior to indexation by CPI

B is the most recent June Quarter CPI prior to the date that payment is due to be made

C is the CPI for the June Quarter 2018

Note: When calculating the present value of the scheduled management payments for the Total Fund Deposit, the Chief Executive is to apply any relevant discount rate established under clause 27 of the BioBanking Regulation.

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	Amount
At the beginning of the first year	\$76,120
At the beginning of the second year	\$87,663
At the beginning of the third year	\$41,866
At the beginning of the fourth year	\$48,216
At the beginning of the fifth year	\$60,612
At the beginning of the sixth year	\$41,252
At the beginning of the seventh year	\$41,158
At the beginning of the eighth year	\$40,883

At the beginning of the ninth year	\$27,087
At the beginning of the tenth year	\$23,292
At the beginning of the eleventh year	\$14,751
At the beginning of the twelfth year	\$14,861
At the beginning of the thirteenth year	\$15,026
At the beginning of the fourteenth year	\$14,751
At the beginning of the fifteenth year	\$30,261
At the beginning of the sixteenth year	\$15,026
At the beginning of the seventeenth year	\$14,751
At the beginning of the eighteenth year	\$14,861
At the beginning of the nineteenth year	\$15,026
At the beginning of the twentieth year	\$18,051
At the beginning of each following year	Amount equal to the sum of the in-perpetuity management cost that applies for each following year as determined by the table of in-perpetuity costs below.

In-perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)		
Description of ongoing management action	Frequency	Amount (\$)
Weed maintenance	The twenty first year and every year thereafter	6,600
Control of feral herbivores (rabbits)	The twenty-first year and every year thereafter	250
Fox control (den destruction)	The twenty-first year and every year thereafter	250
Preparation for Ecological burns (including pre-burn threatened flora survey)	The twenty-seventh year and every twelve years thereafter	1,000
Implementation of Ecological burns (donation to RFS)	The twenty-seventh year and every twelve years thereafter	10,000
Periodic review of management plans	The twenty fifth year and every 5 years thereafter	3,000
Biobank sign replacement	The twenty-third year and every three years thereafter	100
Boundary fence maintenance	The twenty first year and every year thereafter	1,560
Manage human disturbance	The twenty first	1,500

	year and every year thereafter	
Gate maintenance	The twenty second year and every three years thereafter	250
Annual reporting	The twenty first year and every year thereafter	2,000
Council rates	The twenty first year and every year thereafter	500
Business Management expenses	The twenty first year and every year thereafter	500
Insurance premiums	The twenty first year and every year thereafter	250
Annual reporting fee (payable to OEH)	The twenty first year and every year thereafter	1,500
Total present value of payments after 20 years (excl. GST)		\$222,656
Total present value of payments after 20 years (incl. GST)		\$244,921

3 Nominated bank account

- 3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 (**'the Nominated Bank Account'**).
- 3.2 The landowner must provide the Fund Manager with details in writing of the nominated bank account within 14 days of the commencement date.
- 3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.
- 3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the nominated bank account. This notice must include new bank account information and the written consent of all owners of the biobank site.

4 Annual contribution

- 4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.
- 4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.

- 4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister chooses to waive the annual contribution where:
- 4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or
 - 4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.



**BioBanking agreement
ID number: 209**

**Under the
Threatened Species Conservation Act 1995
for**

**Mt Gilead Pty Ltd for
Noorumba - Mt Gilead biobank
Part Lot 5 Deposited Plan 1240836**



BioBanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995*

This agreement made on the *23rd* day of *January 2019* between the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* ('the Minister', which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Mt Gilead Pty Ltd (ABN 92 008 499 189) ('the landowner') of Level 16, 1 Market Street Sydney NSW 2000, on the other part.

BACKGROUND

A The landowner is the owner of those parcels of land being:

Part Lot 5 in Deposited Plan 1240836, Parish of Menangle, County of Cumberland, known as Noorumba Mt-Gilead biobank ('the land').

B The biobank site that is the subject of this agreement forms part of the land and is shown on *Figure 1 Site boundary; Noorumba - Mt Gilead biobank*. The biobank site covered by this agreement consists of 6.71 hectares.

C The landowner has requested the Minister to enter into a BioBanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.

D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.

E The landowner and the Minister recognise that the biobank site contains the following known Aboriginal objects and/or Aboriginal places as defined by the *National Parks and Wildlife Act 1974*:

Not Applicable

Note: This BioBanking agreement only recognises the existence of known Aboriginal objects and/or Aboriginal places. It does not provide for the protection of Aboriginal objects or Aboriginal places. The protection of Aboriginal objects and Aboriginal places is dealt with by the *National Parks and Wildlife Act 1974*. This agreement does not authorise any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site land (see clause 2.2).

F The landowner and the Minister recognise that this BioBanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.

G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.

H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.

I Accordingly, the parties hereby enter into the following BioBanking agreement under section 127D of the Act.

- J The Minister has delegated the power to enter into this BioBanking agreement to the Chief Executive of the Office of Environment and Heritage.
- K Under section 127L of the Act, any person may bring proceedings in the Land and Environment Court for an order to remedy or restrain a breach of this agreement. Among other things, the Minister may ask the Court to award damages against the landowner for certain breaches of this agreement.
- L The Minister may, by order under section 127N of the Act, direct the landowner to carry out at their cost such work or actions as the Minister considers necessary to rectify any breach of this agreement. If the landowner does not comply with the order, the Minister may enter the land and cause the work or actions set out in the order to be carried out and may recover the costs of complying with the order from the landowner.
- M Where a person contravenes this agreement, the Minister may apply to the Land and Environment Court under section 127O of the Act for an order that the land be conveyed or transferred to the Minister or to another person or body nominated by the Minister.

Now this agreement witnesses:

1. Interpretation

1.1 In this agreement, unless the contrary intention appears:

the **'Act'** means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

'adaptive management' means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions or management plans are required to improve biodiversity values

'agreement' means this BioBanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

'animal' has the same meaning as in section 4 of the Act

'Annexure A' means Annexure A to this agreement entitled 'Maps of the biobank site'

'Annexure B' means Annexure B to this agreement entitled 'BioBanking Agreement Credit Report'

'Annexure C' means Annexure C to this agreement entitled 'Management actions and management plans'

'Annexure D' means Annexure D to this agreement entitled 'Monitoring, reporting and record keeping requirements'

'Annexure E' means Annexure E to this agreement entitled 'Payment schedules'

'annual report' means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

'authorised officer' means a person appointed under section 156B of the *National Parks and Wildlife Act 1974*

'biobank site' means that part of the land shown as the "biobank site" on the biobank site boundary map at Annexure A.

'biobank site boundary map' means the map entitled *Figure 1, Site boundary, Noorumba Mt Gilead biobank*, dated 15/01/2018 and included in Annexure A

'BioBanking Agreement Credit Report' means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

'BioBanking agreements register' means the register of biobank sites kept by the Chief Executive under Part 7A of the Act

'BioBanking Assessment Methodology' means the rules established under section 127B of the Act

'BioBanking Regulation' means the Threatened Species Conservation (Biodiversity Banking) Regulation 2008

'BioBanking Scheme' means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

'BioBanking Trust Fund' means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

'biodiversity credits' means biodiversity credits created under Part 7A of the Act

'biodiversity credits register' means the register of biodiversity credits kept by the Chief Executive under Part 7A of the Act

'biodiversity values' has the same meaning as in section 4A of the Act

'Chief Executive' means the Chief Executive of the Office of Environment and Heritage

'commencement date' means the date this agreement commences under clause 18 of this agreement

'critical habitat' has the same meaning as in section 4 of the Act

'day' means any day including Saturdays, Sundays and public holidays

'development' has the same meaning as in section 127(1) of the Act

'Chief Executive' has the same meaning as in section 4 of the Act

'ecological burn' means a burn to improve biodiversity values carried out as part of the management of fire for conservation

'fee unit' has the same meaning as in the BioBanking Regulation

'first payment date' means the date the balance in the relevant biobank site account is equal to or greater than 80% of the Total Fund Deposit for the first time

'Fund Manager' means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

GST has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the GST

'land' means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

'Landowner' means the registered proprietor (or in the case of multiple owners, the registered proprietors) of the biobank site.

'management action' means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be created. Such actions are set out in of Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

'management of fire for conservation' means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

'management of grazing for conservation' is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

'management payments' means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

'management plans' means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Chief Executive in accordance with the provisions of Annexure C)

'management zone' means those areas of the biobank site identified on the map entitled *Figure 3 Management Zones, Noorumba - Mt Gilead biobank*, dated 15/01/2018 and included in Annexure A

'maximum operational surplus' has the same meaning as in clause 33(2) of the BioBanking Regulation

'Minister' means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister

'native animal' has the same meaning as in section 5 of the NPW Act

'native plant' has the same meaning as in section 5 of the NPW Act

'native vegetation' has the same meaning as in section 6 of the NV Act

'NPW Act' means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

'NV Act' means the *Native Vegetation Act 2003* (NSW)

'OEH' means the Office of Environment and Heritage

'ongoing' in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless specified otherwise

'operational deficit' has the same meaning as in clause 31(2) of the BioBanking Regulation

'operational deficit threshold' has the same meaning as in clause 32(2) of the BioBanking Regulation

'operational surplus' has the same meaning as in clause 31(3) of the BioBanking Regulation

'owner' has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act

'party' means a party to this agreement

'payment schedules' means the tables entitled 'payment schedule' and 'in perpetuity management costs' included in Annexure E

'pesticide' has the same meaning as in section 5 of the *Pesticides Act 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides

'plant' has the same meaning as in section 4 of the Act

'planting schedule' means the schedule at item 6.6 of Section 1, Annexure C

'processing fee' means the processing fee which is to accompany an application to enter into a BioBanking agreement as required by clause 14 of the BioBanking Regulation

'record keeping requirements' means those record keeping requirements set out in item 3 of Annexure D

'regrowth' has the same meaning as in section 9 of the NV Act

'relevant biobank site account' means the biobank site account within the BioBanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the BioBanking Regulation

'remnant native vegetation' has the same meaning as in section 9 of the NV Act

'sensitive threatened species' means any threatened species, populations or ecological communities or any critical habitat (or any area or areas of land proposed to be identified as critical habitat), information relating to the location of which must not be made available to the public on a register kept under Part 7A of the Act, as required by clause 48(1)(a) or (b) of the BioBanking Regulation

'threatened species, populations and ecological communities' and **'threatened species, population or ecological community'** have the same meaning as in the Act

'Total Fund Deposit' has the same meaning as in clause 26(1) of the BioBanking Regulation

'waste' has the same meaning as in the *Protection of the Environment Operations Act 1997*.

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.
- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.

- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.6 The schedules and Annexures to this agreement form part of this agreement.
- 1.7 Any notes included in the agreement do not form part of the agreement.

2. Status of this agreement

The parties agree that this agreement is a BioBanking agreement within the meaning of section 127D of the Act.

3. Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

- 3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any native animals, native plants, threatened species, populations and ecological communities, and their habitats.

Note: The clearing of native vegetation that is otherwise permissible in accordance with the NV Act (whether it is permissible under a Property Vegetation Plan, routine agricultural management activity (as defined under the NV Act), or is otherwise permitted under Part 3 of that Act) can only be carried out on the biobank site to which this agreement applies if it is also permissible under this agreement. Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

Cultural heritage

- 3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

Obtaining of consents, permits and authorisations

- 3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

Development

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:

- 3.4.1 is permitted or required under Annexure C, or
- 3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled 'Permissible human activities on the biobank site' contained in clause 3.6.

Permissible development

- 3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	Management zones
Note: 'development' and 'activity' (which is part of the definition of 'development' for the purposes of this agreement) are defined in the <i>Environmental Planning and Assessment Act 1979</i> .	
Any development within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any development permitted or required as part of a management action under Annexure C, including but not limited to maintaining existing access tracks on the biobank site, building shed/s to store weed control chemicals or other pesticides on the biobank site, building fences to manage stock on the biobank site and building structures to restore natural water flow regimes.	All zones
The construction of fencing for the purpose of controlling access.	All zones
In the event that Sydney Water's emergency relief system for the adjacent sewerage pump station is activated during a significant wet weather event, highly diluted wastewater may be discharged into the biobank site. Sydney Water's standard incident management is to be initiated in response to discharge incident.	All zones shown on <i>Figure 8 Permissible Development</i> ; Noorumba - Mt Gilead biobank, dated 15/01/2018
Works required to restore natural flow regimes to the creek lines are permitted in accordance with Item 14 of Annexure C.	All zones shown on the <i>Figure 8 Permissible Development</i> ; Noorumba - Mt Gilead biobank, dated 15/01/2018

Permissible human activities

- 3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	Management zones
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any activity or any development permitted or required as part of a management action under Annexure C, including but not limited to mustering stock or feral herbivores including with mechanised vehicles, spraying or mechanically removing weeds, planting tubestock or sowing seeds of native vegetation, using drip torches, thinning native vegetation, disturbing soil temporarily to control erosion, encouraging regeneration, controlling nutrients or restoring natural flow regimes, laying baits, trapping or otherwise controlling vertebrate pests and feral herbivores and overabundant native herbivores.	All zones
Passive recreation, with the exception of overnight stays and/or camp fires, is permissible on the land to the extent that the condition of vegetation on site is not degraded. Passive recreation can include but is not limited to activities such as walking and bird watching.	All zones
Any activity required to undertake permissible development.	All zones

4. Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

- i. implement or procure the implementation of; and
- ii. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that

- i. the management actions to be carried out in accordance with clause 4.1; and
- ii. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner's obligations under this clause are subject to clause 12.4 of this agreement.

5. Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is \$856,143 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Chief Executive.

6. Biodiversity credits

- 6.1 The Chief Executive is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.
- 6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.
- 6.3 At the commencement date, the landowner is entitled to receive \$0 to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$0 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

The Part B amount is that part of the sale price received by the landowner (or another landowner if reference is made to a previous sale of that biodiversity credit type) after the entire Total Fund Deposit is satisfied and deposited into the BioBanking Trust Fund.

The sale price of each biodiversity credit will be negotiated between the landowner and the buyer and will be affected by supply and demand for each biodiversity credit. The final price at the time of transfer of the biodiversity credit (or retirement or the biodiversity credit without transfer) may not reflect this estimated amount.

The Minister does not warrant that the landowner will be able to sell biodiversity credits for the estimated market value.

7. Monitoring, record keeping and reporting

- 7.1 The landowner must comply with the monitoring and record keeping requirements as set out in Annexure D.
- 7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Chief Executive within the timeframe specified in Annexure D.
- 7.3 The landowner must notify the Chief Executive in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Chief Executive of:
 - 7.3.1 the nature, location and time of the incident
 - 7.3.2 the impact of the incident on biodiversity values

- 7.3.3 the measures that have been taken or will be taken in response to the incident
- 7.3.4 any provision of this agreement which may have been breached
- 7.3.5 the extent of any damage caused or permitted by the incident
- 7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

8. Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner's obligations under this agreement.

9. Change of land ownership or subdivision of land

- 9.1 The landowner must notify the Chief Executive in writing of any change of ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or lessee of the biobank site, or any part thereof, within twenty eight (28) days after the change of lessee or licensee of the biobank site. The notice must include the name and address and other relevant contact details of the new landowner, lessee or licensee.
- 9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.
- 9.3 The landowner must notify the Chief Executive in writing no less than 14 days before the biobank site is subdivided.
- 9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

10. Right to enter biobank site for research and monitoring

- 10.1 The landowner must permit access to the biobank site at any time to the Minister, the Chief Executive, an authorised officer or an officer of OEHL for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the

nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Chief Executive, an authorised officer or an officer of OEH must ensure that such access does not:

- 10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or
- 10.1.2 interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.
- 10.2 The Minister, Chief Executive, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.
- 10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11. Agreement preparation expenses

Each party bears its own costs in connection with the preparation and execution of this agreement.

12. Obligations of the Minister

- 12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.
- 12.2 The Minister may only make such a direction if:
 - 12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and
 - 12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and
 - 12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.
- 12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.

- 12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:

12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and

12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

- 12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.
- 12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13. Ownership of the land and registration of this agreement

- 13.1 The landowner represents and warrants to the Minister that as at the date of this agreement it is:

13.1.1 the legal and beneficial owner of the land; or

13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.

- 13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.

- 13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.

- 13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14. Variation and termination

- 14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.
- 14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.
- 14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G (5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15. Indemnity and release

- 15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.
- 15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.
- 15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

- (i) 'protected person' means:
- (a) the Minister

- (b) the Chief Executive
 - (c) the employees or officers of the Office of Environment and Heritage
 - (d) any other person acting under the direction or control of the Minister or Chief Executive for any purpose
 - (e) the Crown in right of the State of New South Wales;
- (ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

16. Dispute resolution

- 16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.
- 16.2 Within 14 days of the written notice, the Chief Executive and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Chief Executive and the landowner will refer the matter to mediation.
- 16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.5 Notwithstanding the above clauses, the Minister, the Chief Executive or a person duly authorised by the Chief Executive, may enforce this agreement under the Act, or institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.
- 16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

17. Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

18. Commencement

This agreement shall have effect from the day it is executed by all parties.

19. Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the BioBanking agreements register and, where biodiversity credits have been registered, on the BioBanking credits register maintained by the Chief Executive and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.

20. Exercise of Minister's and Chief Executive's powers

- 20.1 The landowner acknowledges that the Minister may authorise any officer of OEHL to exercise any of the Minister's functions under this agreement on the Minister's behalf.
- 20.2 The landowner acknowledges that the Chief Executive may authorise any officer of OEHL to do any thing that the Chief Executive authorises for the purposes of this agreement.

21. Notices

- 21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or faxed to that party at its fax number set out below:

The Minister

Address	Biodiversity Conservation Trust PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention	Manager, Agreements and Technical Services

Landowner

Address	c/o Nexia Australia, Level 16 1 Market Street Sydney NSW 2000
Attention	Lee Macarthur - Onslow

- 21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.
- 21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive's discretion to give or withhold from giving such notice, consent or permission.

Agreement Annexures

- Annexure A Maps of biobank site
- Annexure B BioBanking Agreement Credit Report
- Annexure C Management actions and management plans
- Annexure D Monitoring, reporting and record keeping requirements
- Annexure E Payment schedules

In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by Linda Bell

, Acting Director,
Conservation Programs Branch, Office of
Environment and Heritage (OEH), as the
Minister's delegate under Section 142A of the
Threatened Species Conservation Act 1995 in the
presence of:

Date

23/1/2019

Wallace.

Witness signature

Date 23/1/2019

Witness name Denise Wallace

Witness address 59 Goulburn St, Sydney.

Signed by the landowners or directors

Lee the Owner

Director

Date 17 January 2019

Regan

Director

Date 17 January 2019

In the presence of

MAHILL

Witness signature

Date 17 January, 2019

Witness name NEIL HILLMAN

Witness address

18 ACACIA STREET

OTLEY NSW 2223

In the presence of

MAHILL

Witness signature

Date 17 January, 2019

Witness name NEIL HILLMAN

Witness address

18 ACACIA STREET

OTLEY NSW 2223

Annexure A: Maps of biobank site

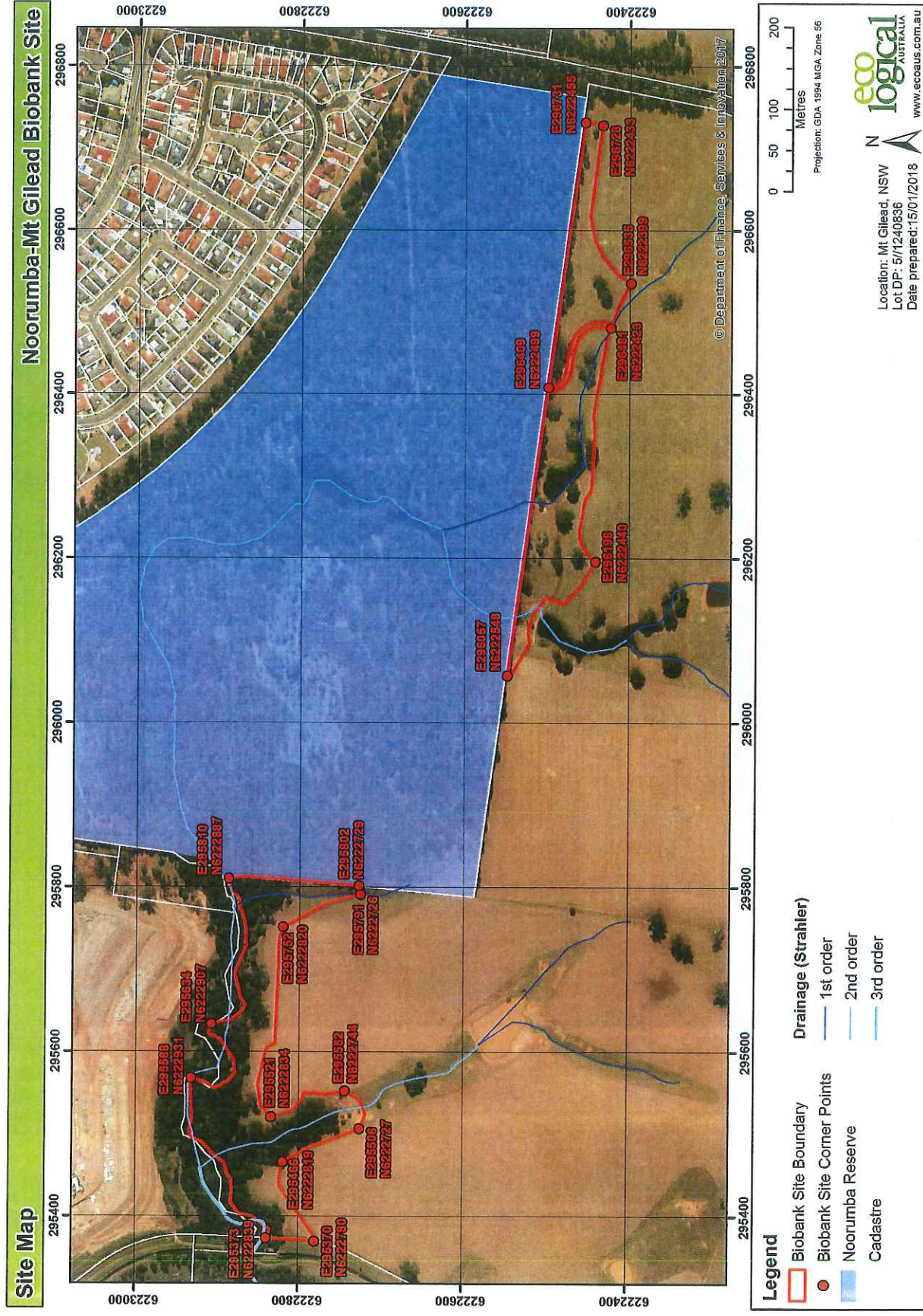


Figure 1 Site boundary; Noorumba - Mt Gilead biobank

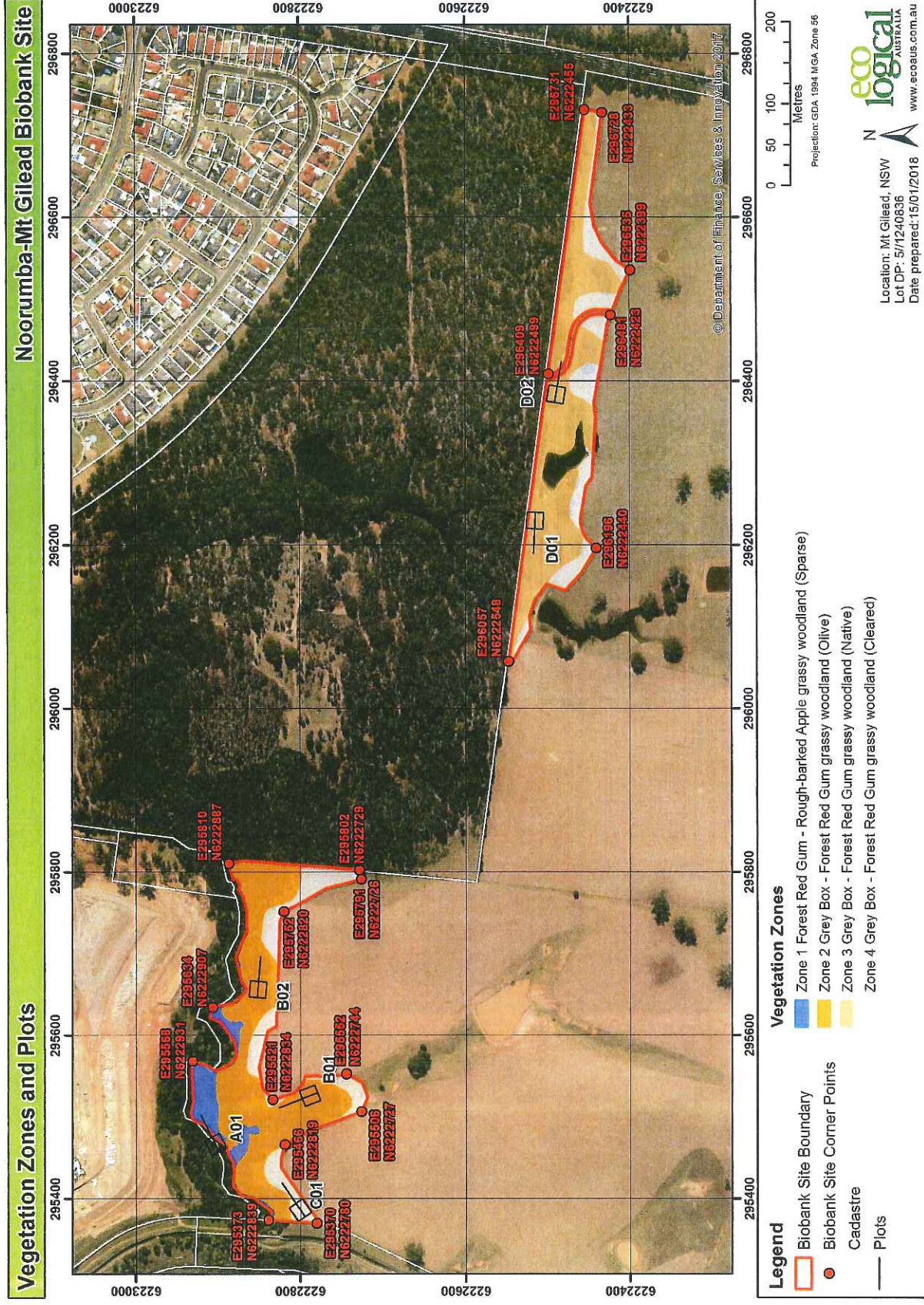


Figure 2 Vegetation zones; Noorumba - Mt Gilead biobank

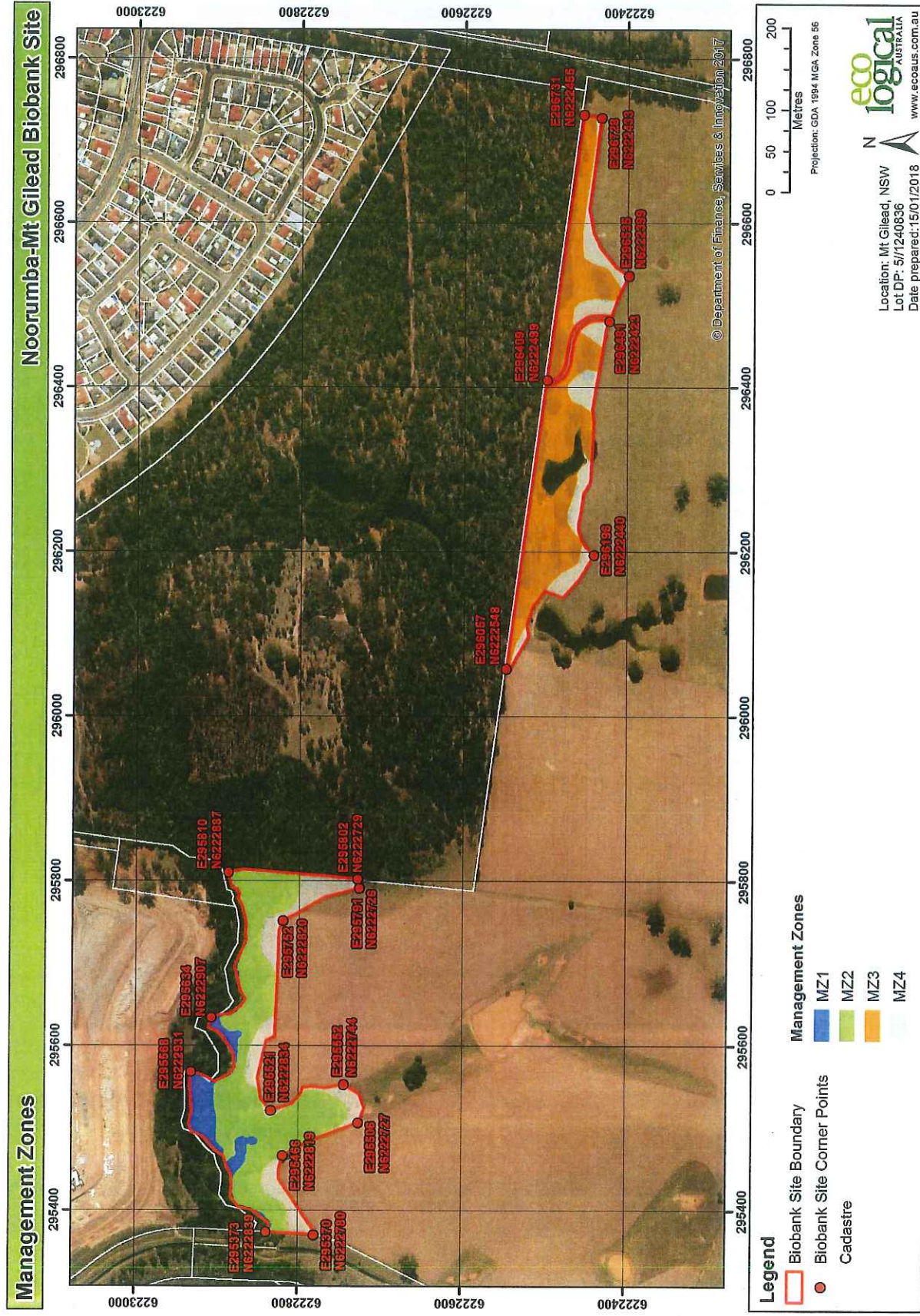


Figure 3 Management zones; Noorumba - Mt Gilead biobank

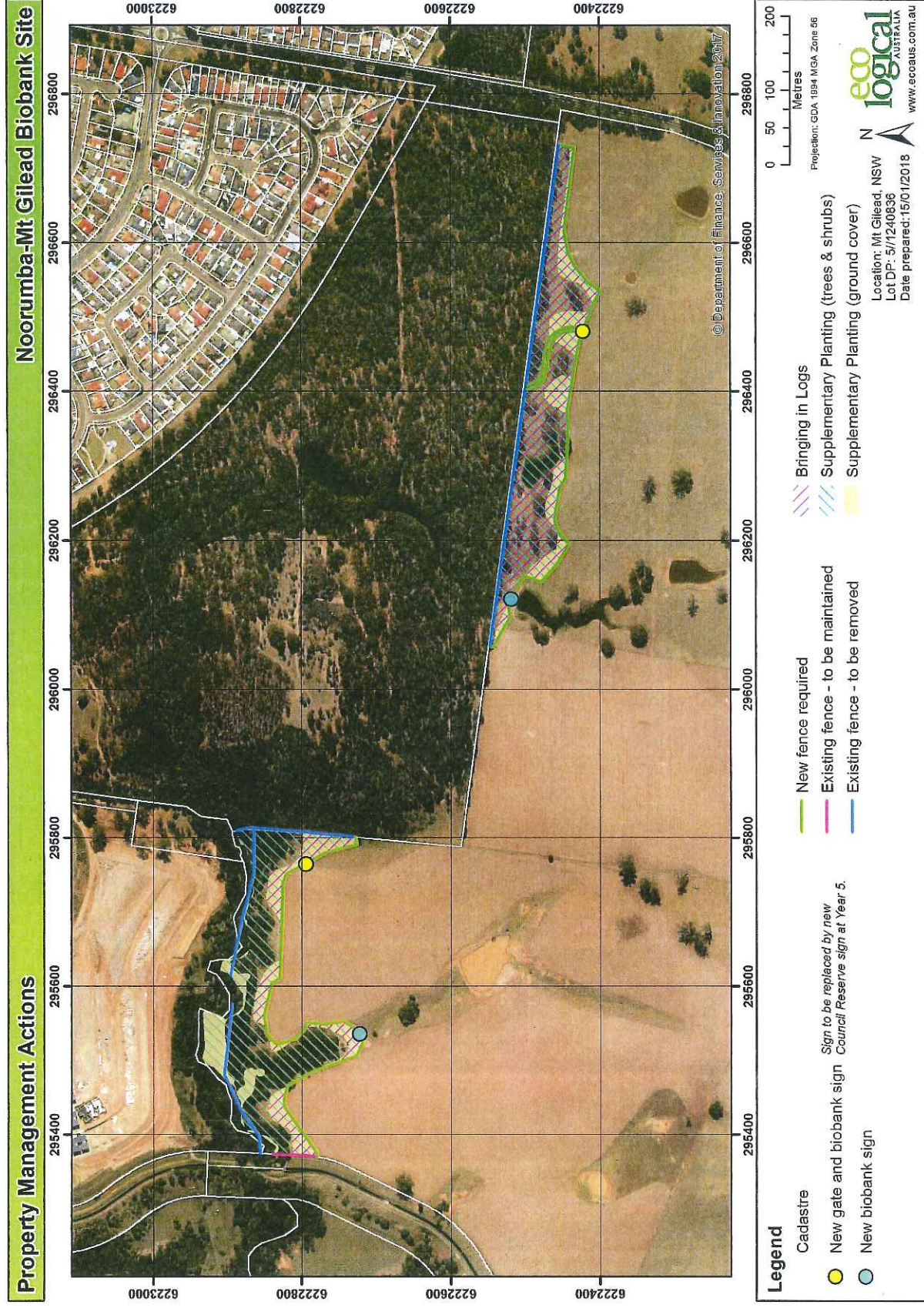


Figure 4 Property management actions; Noorumba - Mt Gilead biobank

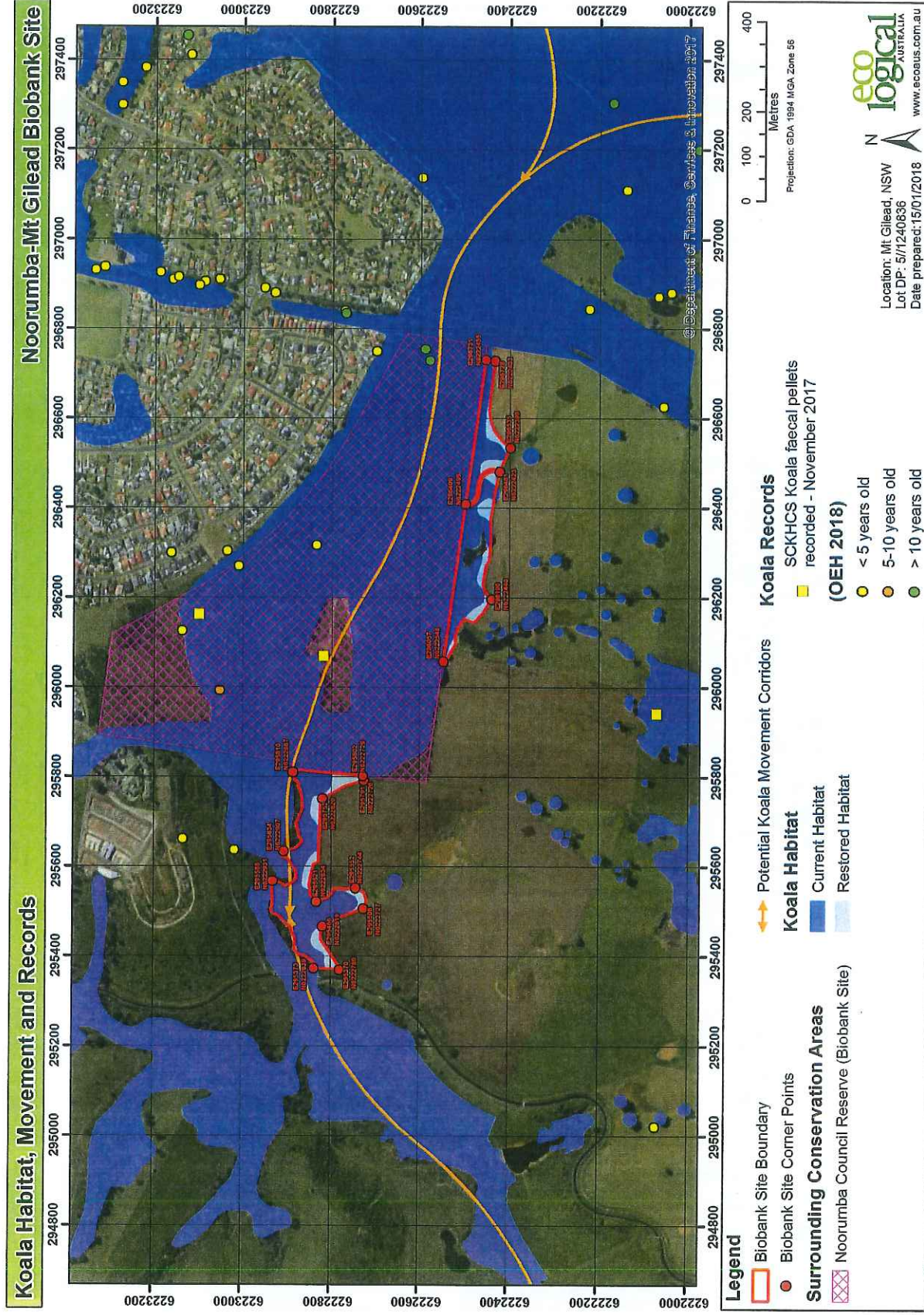


Figure 5 Koala habitat; Noorumba - Mt Gilead biobank

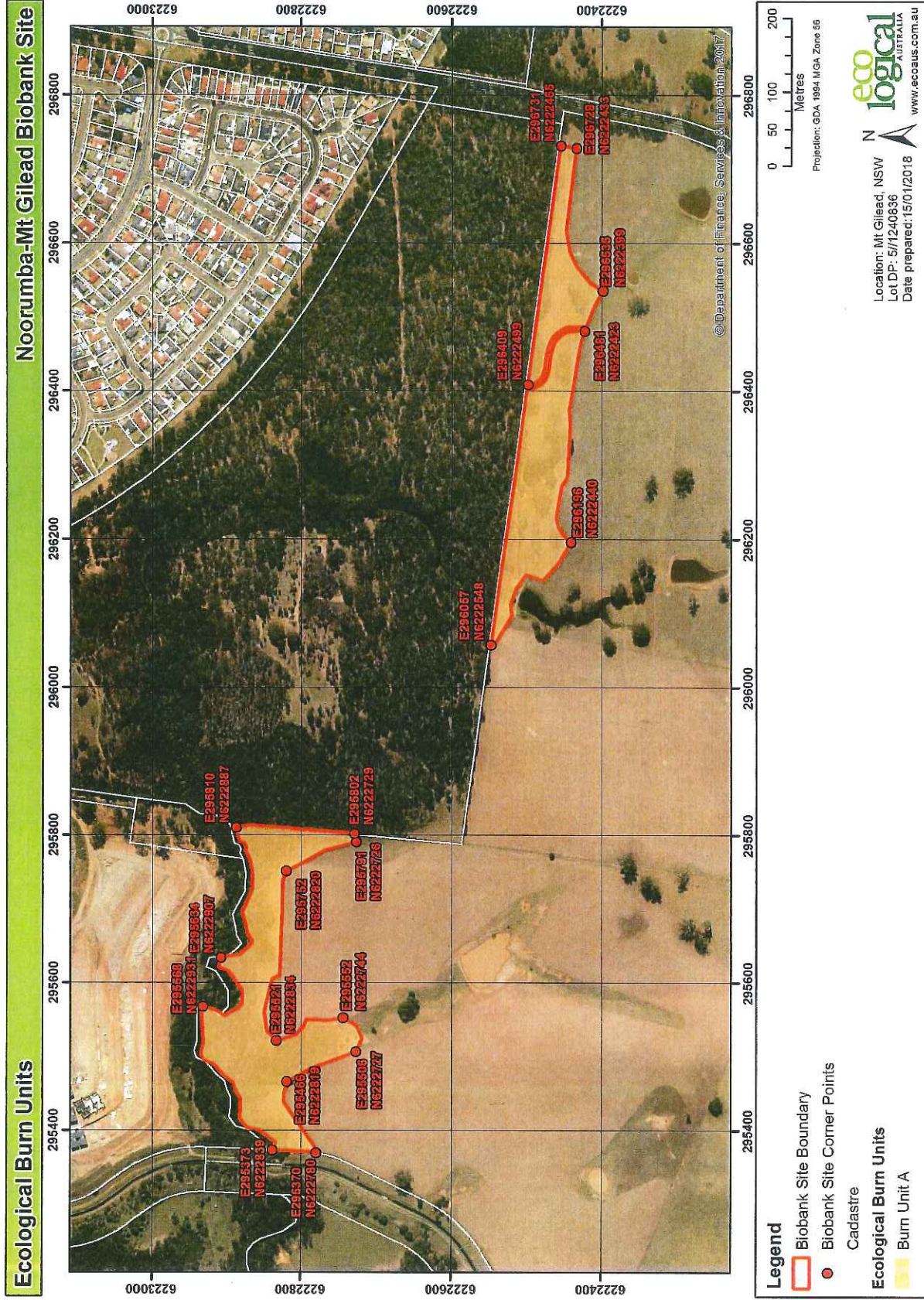


Figure 6 Ecological Burn Units; Noorumba - Mt Gilead biobank

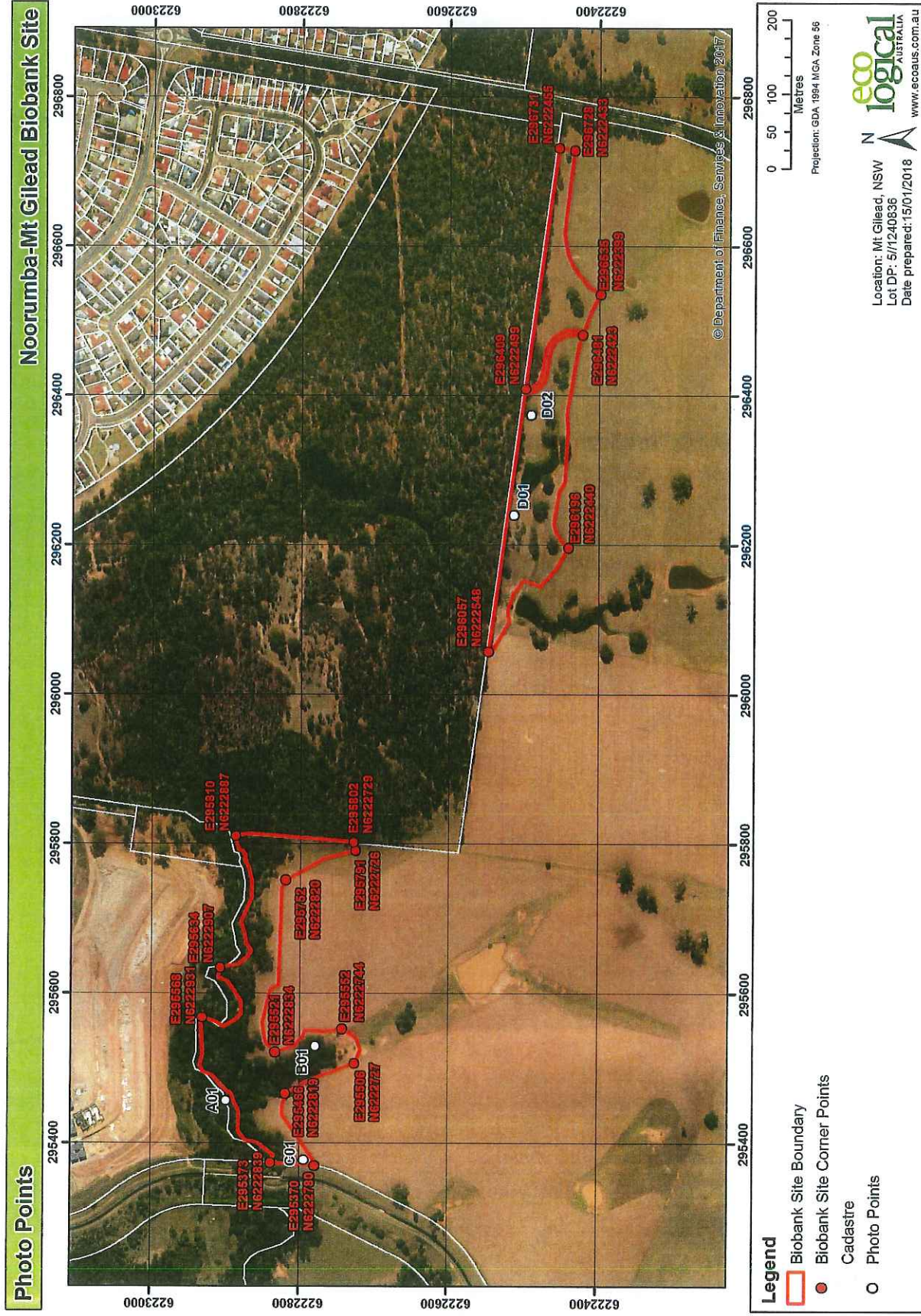


Figure 7 Photo monitoring points; Noorumba - Mt Gilead biobank

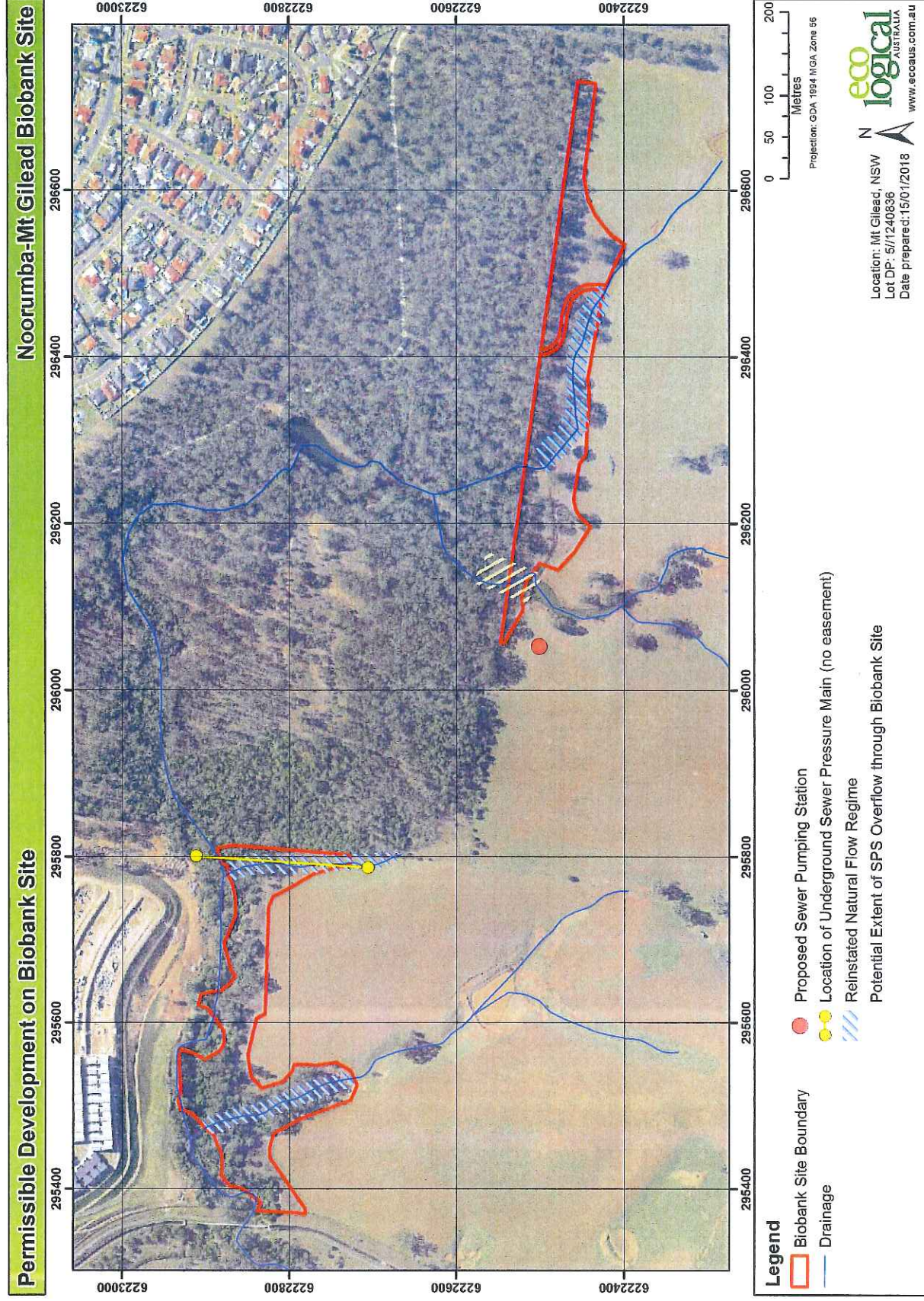


Figure 8 Permissible Development; Noorumba - Mt Gilead biobank

Annexure B: BioBanking Agreement Credit Report

BioBanking credit report



This report identifies the number and type of credits required at a BIOBANK SITE

Date of report: 20/04/2018

Time: 11:45:26AM

Calculator version: v4.0

Biobank details

Proposal ID: 0156/2015/1820B
Proposal name: Noorumba-Mt Gilead Biobank Site
Proposal address: 901 Appin Road Gilead NSW 2560

Proponent name: Mt Gilead Pty Ltd
Proponent address: C/- Nexia Australia Level 16, 1 Market Street Sydney NSW 2000
Proponent phone: 0400 483 141

Assessor name: Enhua Lee
Assessor address: Greater Sydney Branch Parramatta NSW 2150
Assessor phone: 9585 6302
Assessor accreditation: 176

Additional information required for approval:

- ☐ Use of local benchmark
 - ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion
 - ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion
 - ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion
- ☐ Expert report...
- ☐ Request for additional gain in site value

Ecosystem credits summary

Plant Community type	Area (ha)	Credits created
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	0,44	4,00
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	6,27	74,00
Total	6,71	78

Credit profiles

1. Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion, (HN526)

Number of ecosystem credits created	4
IBRA sub-region	Cumberland - Hawkesbury/Nepean

2. Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion, (HN528)

Number of ecosystem credits created	57
IBRA sub-region	Cumberland - Hawkesbury/Nepean

3. Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion, (HN528)

Number of ecosystem credits created	17
IBRA sub-region	Cumberland - Hawkesbury/Nepean

Species credits summary

Common name	Scientific name	Extent of impact Ha or individuals	Number of species credits created
Koala	<i>Phascolarctos cinereus</i>	6.71	48

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Slashing
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Slashing
Koala	Exclude miscellaneous feral species
Koala	Slashing

Annexure C: Management actions and management plans

This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the Threatened Species Conservation Act 1995.

A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

- (i) Section 1: Standard management actions (**'Section 1'**); and
- (ii) Section 2: Additional management actions (**'Section 2'**)

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

- (i) Section 3: Standard management plans (**'Section 3'**); and
- (ii) Section 4: Additional management plans (**'Section 4'**)

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

- I. removal of noxious weeds under the *Noxious Weeds Act 1993*
- II. the control of noxious animals under the *Local Land Services Act 2013*
- III. an obligation arising under an eradication order or pest control order under Part 10 of the *Local Land Services Act 2013*
- IV. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*
- V. in respect of the *Rural Fires Act 1997*:
 - (a) an emergency fire fighting act within the meaning of that Act
 - (b) emergency bushfire hazard reduction work within the meaning of that Act
 - (c) any notified steps issued to the landowner under section 63 of that Act

- (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
 - (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:
 - i. a current bushfire hazard reduction certificate that applies to the work
 - ii. the provisions of any bushfire code applying to the land specified in the certificate.
- A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the BioBanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.

B Timing for carrying out management actions

- B1 An obligation to carry out a management action (or implement and comply with a management plan):
 - (i) will commence on the commencement date or first payment date (as indicated); and
 - (ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.
- B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.
- B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

Standard management actions		
Item 1	Management of grazing for conservation	Timing
1.1	Stock must not be permitted to graze in any area of the biobank site.	Ongoing from commencement date.
1.2	This item is not applicable.	
1.3	This item is not applicable.	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, other than an area on the biobank site where grazing is permitted, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from first payment date.
Item 2	Weed control	Timing
2.1	<p>The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 ('the weed management plan') (or such updated integrated weed management plan as has been approved by the Chief Executive under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
2.2	<p>The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing 	Ongoing from first payment date.

	<p>habitat for native species</p> <ul style="list-style-type: none"> • the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities • methods for monitoring the success of weed control activities • a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the <i>Noxious Weeds Act 1993</i>) • additional weed control activities to destroy or remove any new weed species that are found on the site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
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Item 3	Management of fire for conservation	Timing
3.1	<p>The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Chief Executive under item 3.2 below) (“the fire management plan”). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from commencement date.
3.2	<p>The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the fire management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • the year the last fire went through, the type of fire and the extent of the fire and location, where known • frequency of natural fires in the area of the biobank site, where known • a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt • the methods that will be used for ecological burns • the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the <i>Rural Fires Act 1997</i> to ensure minimum frequency between ecological burns • the fire intensity for the recommended vegetation types • the time of year suitable for ecological burns • the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	Ongoing from first payment date.
3.3	<p>Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human</p>	Ongoing from commencement date.

	activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	
Item 4	Management of human disturbance	Timing
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	This item is not applicable.	
4.4	The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site. Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i> .	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.	Ongoing from first payment date.
4.6	<p>Fencing and/or signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> • 1,770m of new fencing required. Refer to <i>Figure 4 Property management actions; Noorumba - Mt Gilead biobank</i> dated 15/01/2018. New fencing will be 1.77 km of post and high tensile steel chain fencing on the southern side of the site. • 1,250m of existing fencing between Noorumba-Mt Gilead and Noorumba Biobank sites to be removed. Parts of the fence to be removed currently demarcates the site from Noorumba Reserve and will be removed when the site is combined with Noorumba Reserve. Parts of the fence to be removed in the western half of the site prevent stock entering Menangle Creek which will no longer be required as there will be a new boundary fence. Refer to <i>Figure 4 Property management actions; Noorumba - Mt Gilead biobank</i> dated 15/01/2018. • Two new gates required. Refer <i>Figure 4 Property management actions; Noorumba - Mt Gilead biobank</i> dated 15/01/2018. • Four Biobank signs required. Indicative locations provided on <i>Figure 4 Property management actions; Noorumba - Mt Gilead biobank</i> dated 15/01/2018. • Two Council signs required when the site is combined with Noorumba Reserve, replacing two of the Biobank signs. Refer to <i>Figure 4 Property management actions; Noorumba - Mt Gilead biobank</i> dated 15/01/2018. • Sixty metres of existing fencing along the western boundary of the site, running adjacent to the Sydney Water canal will be maintained by Sydney Water. Refer to <i>Figure 4 Property management actions; Noorumba - Mt Gilead biobank</i> dated 15/01/2018. 	Ongoing from first payment date.

Item 5	Retention of regrowth and remnant native vegetation Note: An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Timing
5.1	Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement. Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
Item 6	Replanting or supplementary planting where natural regeneration will not be sufficient	Timing
6.1	The landowner must undertake planting or seeding of the native groundcover/shrub/tree species indicated in the planting schedule for the biobank site as set out in item 6.6 below ('the planting schedule') in the areas of planting and within the timeframe indicated in the planting schedule. If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the landowner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time. Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be undertaken prior to such planting. Specific requirements: <ul style="list-style-type: none"> • Revegetation will be required in MZ1, MZ2, MZ3 and MZ4. Zones shown are as per <i>Figure 3 Management zones; Noorumba - Mt Gilead biobank</i>, dated 15/01/2018. • Revegetation will consist of planting canopy species and shrubs in all management zones, and direct seeding of groundcovers (grasses only) in MZ1 and MZ4. • For the canopy, plantings will be undertaken to achieve a total of 20.625% canopy in MZ1, 15.375% canopy in MZ2 and MZ3, and 10.25% canopy in MZ4, considering the existing canopy cover in these zones, to achieve 75% of canopy benchmark for MZ1, MZ2 and MZ3, and 50% canopy benchmark for MZ4 (lower range of benchmark values used). • For the mid-storey, plantings will be undertaken to achieve a total of 10.5% mid-storey in MZ1, and 12.75% mid-storey in MZ2, MZ3, and MZ4, to achieve 50% of mid-storey 	Commencing from first payment date.

	<p>benchmark for all zones (lower range of benchmark values used).</p> <ul style="list-style-type: none"> For the groundcover (grasses only), direct seeding will be undertaken to achieve a total of 6.125% cover in MZ1 and 30.8% cover in MZ4, to achieve 25% of grass benchmark cover for MZ1 and benchmark cover for MZ4 (lower range of benchmark values used). Species to be used are provided in Section 6.6. Alternative species may be considered at time of planting should supply be limited or issues with certain species be identified, such as problems with disease or insect attack. Plant numbers in Item 6.6 are for guidance only and combinations of any of these species may be altered as required due to stock availability and as considered appropriate by the bush regeneration contractor, so long as the total number of plantings for each management zone are undertaken (as per <i>Figure 3 Management zones; Noorumba - Mt Gilead biobank</i>, dated 15/01/2018). <p>Regarding tree and shrub plantings, these will:</p> <ul style="list-style-type: none"> Follow collection techniques, seed preparation, and growing as per Florabank Best Practice Guidelines. Consist of tubestock/potted individuals of local provenance. Be undertaken at approximately 13 trees/ha for MZ1, 6 trees/ha for MZ2 and MZ3, 7 trees/ha for MZ4, and 1,111 shrubs/ha for all zones (MZ1, MZ2 and MZ3 already have some trees but there are no trees currently in MZ4, and there are currently no shrubs in any zones), although trees and shrubs will be unevenly spaced and planted in 'patches' of shrub species to mimic natural distribution. Be installed by hand or with a petrol auger. A hole twice the depth and width of the root-ball should be dug and 1 tablespoon of native fertiliser applied. Be watered twice, once immediately after planting. Planting can be scheduled immediately before rain events to satisfy this condition. Be undertaken in the autumn to allow time for establishment. <p>Regarding ground cover seeding of grasses, these will:</p> <ul style="list-style-type: none"> Follow collection techniques, seed preparation, and storage as per Florabank Best Practice Guidelines. Consist of direct seeded native grasses of local provenance. Grass species should be combined with other species of similar sowing time and habitat requirements and mixed with a bulking agent (e.g. wood mulch). Be done in conjunction with the removal of exotic woody and herbaceous weeds and pasture grasses from MZ1 and MZ4. Be targeted to bare patches, especially those resulting from removal of weeds. Note that soil disturbance should be undertaken consisting of ripping with hand tools to a depth of approximately 5 cm. Small patches of soil disturbance may require mechanical tools for more compacted areas. Spread at a rate of roughly 17,778 seeds/ha (roughly 2 seeds/m²) for MZ1 and 111,111 seeds/ha (roughly 11-12 	
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	<p>seeds/m2) for MZ4 into bare and disturbed areas as required.</p> <ul style="list-style-type: none"> Occur at appropriate germination times for specific species, most likely autumn or spring, as close as possible before expected rain events. 	
6.2	<p>Areas of planting or seeding as set out in the planting schedule must be protected from grazing.</p> <p>Specific requirements:</p> <p>Stock must not be permitted to graze any area of the biobank site.</p>	
6.3	<p>The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region, the landowner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	<p>Conduct the first survey 24 months after the completion of planting or seeding in each area of planting or seeding, and then every 12 months thereafter.</p>
6.4	<p>Areas of planting and seeding must be managed as required to assist the establishment and survival of native plant species.</p> <p>Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by stock (in accordance with item 6.2 above) at strategic times of the year to control weeds to improve biodiversity values. The dates of planting must be recorded in accordance with the record keeping requirements set out in Annexure D.</p>	<p>As required, from the date that planting or seeding areas are established.</p>
6.5	<p>Seeds and plants used for planting and seeding must be obtained from locally collected provenances, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change).</p>	<p>As required (from commencement date if relevant to prepare for future planting).</p>

6.6 Planting schedule at the biobank site

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing
Canopy					
Rough-barked Apple	<i>Angophora floribunda</i>	MZ1	MZ1: 2	Tubestock/hiko cell and as per item 6.1	March-April, Sept-Nov
Grey Myrtle	<i>Backhousia myrtifolia</i>	MZ1	MZ1: 2	As above	As above
Spotted Gum	<i>Corymbia maculata</i>	MZ2, MZ3 and MZ4	MZ2: 2 MZ3: 2 MZ4: 2	As above	As above

Cabbage Gum	<i>Eucalyptus amplifolia</i>	MZ1	MZ1: 2	As above	As above
Small-leaved Ironbark	<i>Eucalyptus crebra</i>	MZ2, MZ3 and MZ4	MZ2: 2 MZ3: 2 MZ4: 2	As above	As above
Thin-leaved Stringybark	<i>Eucalyptus eugenioides</i>	MZ2, MZ3 and MZ4	MZ2: 4 MZ3: 4 MZ4: 4	As above	As above
Grey Box	<i>Eucalyptus moluccana</i>	All zones	MZ1: 3 MZ2: 2 MZ3: 4 MZ4: 2	As above	As above
Forest Red Gum	<i>Eucalyptus tereticornis</i>	All zones	MZ1: 4 MZ2: 2 MZ3: 2 MZ4: 2	As above	As above
	<i>Melaleuca decora</i>	MZ1	MZ1: 2	As above	As above
Shrubs					
Sydney Green Wattle	<i>Acacia decurrens</i>	MZ2, MZ3 and MZ4	MZ2: 235 MZ3: 261 MZ4: 160	Tubestock/ hiko cell and as per item 6.1	March- April, Sept- Nov
White Sally Wattle	<i>Acacia floribunda</i>	MZ1	MZ: 145	As above	As above
Hickory Wattle	<i>Acacia implexa</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 261 MZ4: 160	As above	As above
Parramatta Green Wattle	<i>Acacia parramattensis</i>	All zones	MZ1: 145 MZ2: 232 MZ3: 261 MZ4: 160	As above	As above
	<i>Bossiaea prostrata</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 261 MZ4: 160	As above	As above
Coffee Bush	<i>Breynia oblongifolia</i>	All zones	MZ1: 145 MZ2: 232 MZ3: 261 MZ4: 160	As above	As above
Blackthorn	<i>Bursaria spinosa</i>	All zones	MZ1: 130 MZ2: 232 MZ3: 261 MZ4: 160	As above	As above
Bitter Pea	<i>Daviesia ulicifolia</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 260 MZ4: 160	As above	As above
Parrot Pea	<i>Dillwynia sieberi</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 260 MZ4: 160	As above	As above
Hop bush	<i>Dodonaea viscosa</i> subsp. <i>cuneata</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 260 MZ4: 160	As above	As above

Australian Indigo	<i>Indigofera australis</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 260 MZ4: 160	As above	As above
Tree Violet	<i>Melicytus dentata</i>	MZ1	MZ: 145	As above	As above
White Dogwood	<i>Ozothamnus diosmifolius</i>	MZ1	MZ: 145	As above	As above
Scrubby Spurge	<i>Phyllanthus gunnii</i>	MZ1	MZ: 145	As above	As above
	<i>Pultenaea microphylla</i>	MZ2, MZ3 and MZ4	MZ2: 232 MZ3: 260 MZ4: 160	As above	As above
Native Raspberry	<i>Rubus parvifolius</i>	MZ1	MZ: 145	As above	As above
Forest Nightshade	<i>Solanum prinophyllum</i>	MZ1	MZ: 145	As above	As above
Groundcovers (grasses only)					
Purple Wiregrass	<i>Aristida ramosa</i>	MZ4	MZ4: 11,000	Direct seeding and as per item 6.1	March- April, Sept- Nov
Threeawn Speargrass	<i>Aristida vagans</i>	MZ4	MZ4: 11,000	As above	As above
Stout Bamboo Grass	<i>Austrostipa ramosissima</i>	MZ1	MZ1: 1,600	As above	As above
Red Grass	<i>Bothriochloa macra</i>	MZ4	MZ4: 11,000	As above	As above
Windmill Grass	<i>Chloris truncata</i>	MZ4	MZ4: 11,000	As above	As above
Plump Windmill Grass	<i>Chloris ventricosa</i>	MZ4	MZ4: 11,000	As above	As above
Barbed Wire Grass	<i>Cymbopogon refractus</i>	MZ1 and MZ4	MZ1: 1,600 MZ4: 11,000	As above	As above
Queensland Bluegrass	<i>Dichanthium sericeum</i>	MZ4	MZ4: 11,000	As above	As above
Shorthair Plumegrass	<i>Dichelachne micrantha</i>	MZ1 and MZ4	MZ1: 1,800 MZ4: 11,000	As above	As above
Small-flowered Finger Grass	<i>Digitaria parviflora</i>	MZ1	MZ1: 1,600	As above	As above
Bushy Hedgehog-grass	<i>Echinopogon caespitosus</i>	MZ1 and MZ4	MZ1: 1,650 MZ4: 11,000	As above	As above
Forest Hedgehog-grass	<i>Echinopogon ovatus</i>	MZ1 and MZ4	MZ1: 1,600 MZ4: 11,000	As above	As above
Bordered Panic	<i>Entolasia marginata</i>	MZ1	MZ1: 2,000	As above	As above
Paddock Lovegrass	<i>Eragrostis leptostachya</i>	MZ1 and MZ4	MZ1: 1,600 MZ4:	As above	As above

			11,000		
Weeping Grass	<i>Microlaena stipoides</i> var. <i>stipoides</i>	MZ1 and MZ4	MZ1: 2,000 MZ4: 11,000	As above	As above
Australian Basket Grass	<i>Oplismenus aemulus</i>	MZ1	MZ1: 2,000	As above	As above
	<i>Paspalidium distans</i>	MZ1 and MZ4	MZ1: 1,600 MZ4: 11,000	As above	As above
Whitetop	<i>Rytidosperma caespitosum</i>	MZ4	MZ4: 11,000	As above	As above
Wallaby Grass	<i>Rytidosperma racemosum</i> var. <i>racemosum</i>	MZ4	MZ4: 11,000	As above	As above
Kangaroo Grass	<i>Themeda australis</i>	MZ1 and MZ4	MZ1: 1,600 MZ4: 11,000	As above	As above

Item 7	Retention of dead timber	Timing
7.1	<p>Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site except for the personal (non-commercial) use by the landowner for firewood for one dwelling only or for repair of fencing (not for construction of fencing).</p> <p>Dead timber used for fencing repair must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of dead timber collected from the biobank site for use in fencing, the location that that dead timber was collected from and the date it was collected (month, year).</p> <p>Specific requirements:</p> <p>No dead timber to be used for firewood or repair of fencing.</p>	Ongoing from commencement date.
7.2	<p>Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> • Logs will be introduced into MZ3 and MZ4 and will be done progressively as timber becomes available from nearby development sites in years 3-5. • Acceptable logs will consist of pieces at least 25 cm in diameter and no shorter than 1 m long. • Timber will be randomly distributed throughout these zones as isolated pieces or small piles to achieve >25-<50% of the benchmark i.e. up to 250 m/ ha (benchmark is 50 m/0.1m² or 500 m/ha). 	When required but not required before the first payment date.
Item 8	Erosion control	Timing
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p>	Commencing from first payment date.

Item 9	Retention of rocks	Timing
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	Rocks from outside the site may be placed on the biobank site to improve habitat for threatened species. Rocks, once placed on the biobank site, are subject to item 9.1 above. The landowner must make and retain records of the location of the rocks placed on the site and the date the rocks were brought onto the site in accordance with the record keeping requirements.	When required but not required before the first payment date.

Section 2: Additional management actions

Additional management actions		
Item 10	Control of feral and overabundant native herbivores - rabbits	Timing
10.1	<p>The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Chief Executive under item 10.2 below) (the feral and overabundant native herbivores management plan). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Ongoing from first payment date.
10.2	<p>The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the feral or overabundant native herbivore/s • consideration of relevant current OEH and other pest management programs and methods • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect biodiversity values on the biobank site • additional control actions to destroy or remove any new feral and 	Ongoing from first payment date.

	<p>overabundant native herbivore pest species that occur on site</p> <ul style="list-style-type: none"> • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the feral and overabundant native herbivores management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
Item 11	Vertebrate pest management – foxes	Timing
11.1	<p>The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Chief Executive under item 11.2 below) ('the vertebrate pest management plan'). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
11.2	<p>The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats • consideration of relevant current OEH and other pest management programs • the method/s of vertebrate pest control in each management zone determined in accordance with best management practice • the frequency and timing of vertebrate pest control actions in each management zone • methods for monitoring the success of vertebrate pest control actions • a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site • additional vertebrate pest control actions to destroy or remove 	Ongoing from first payment date.

	<p>any new vertebrate pest species that occur on-site</p> <ul style="list-style-type: none"> • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary. 	
Item 12	Nutrient control	Timing
12.1	<p>Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.</p>	Ongoing from commencement date.
Item 13	Control of exotic fish species	Timing
13.1	This item is not applicable.	
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	<p>All artificial structures on waterways or waterbodies on the biobank site identified on <i>Figure 8 Permissible Development; Noorumba - Mt Gilead biobank</i>, dated 15/01/2018, as requiring filling or removal in order to restore the natural flows must be removed or filled.</p> <p>All management actions associated with this item must be conducted in accordance with best practice management practice at the time.</p>	Commencing from first payment date.
14.2	<p>All necessary rehabilitation resulting from the removal of artificial structure/s referred to in item 14.1 must be undertaken.</p> <p>All management actions associated with this item must be conducted in accordance with best practice management.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> • Any obstructions preventing natural waterflow regimes must be rectified. This includes scour protection works including the installation of protection measures such as rock riffles, minor restorative landscaping and temporary erosion controls and restorative landscaping and minor grading works along boundary fence-line interfaces to manage minor flow regimes. 	Within 12 months of the date an artificial structure is removed.
14.3	<p>Artificial structures such as dams or levee banks that impede the natural flow regimes on the biobank site must not be constructed unless approved by the Chief Executive in writing for the purpose of restoring natural flows.</p>	Ongoing from commencement date.

Section 3: Standard management plans

Weed management plan

The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.

The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.

The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.

Weed types

Weed	Common name of target weed	Scientific name of target weed	Description of infestation (e.g. intensity (% cover) & location within zone)	Management zone/s
A	Amaranth	<i>Amaranthus</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
B	Moth Vine	<i>Araujia sericifera</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2
C	Bridal Creeper	<i>Asparagus asparagoides</i>	Localised infestation	MZ2
D	Daisy	<i>Asteraceae</i> weeds 1 and 2	Localised infestation	MZ2
E	Cobbler's Pegs	<i>Bidens pilosa</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3
F	Brome	<i>Bromus</i> sp.	Localised infestation	MZ2
G	Thistle	<i>Carthamus</i> sp.	Localised infestation	MZ4
H	Nettle-leaf Goosefoot	<i>Chenopodium murale</i>	Localised infestation	MZ2
I	Spear Thistle	<i>Cirsium vulgare</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
J	Fleabane	<i>Conyza bonariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2, MZ3
K	Panic Veldtgrass	<i>Ehrharta erecta</i>	Sparse to heavy presence amongst mix of herbaceous and grass weeds	MZ1, MZ2, MZ3
L	Catsear	<i>Hypochaeris radicata</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
M		<i>Lepidium</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
N	Large-leaved Privet	<i>Ligustrum lucidum</i>	Localised infestation	MZ1, MZ2
O	Small-leaved	<i>Ligustrum</i>	Localised infestation	MZ1

	Privet	<i>sinense</i>		
P	African Boxthorn	<i>Lycium ferociss-imum</i>	Localised infestation	MZ2, MZ3
Q	Red-flowered Mallow	<i>Modiola caroliniana</i>	Localised infestation	MZ2, MZ4
R	African Olive	<i>Olea europaea</i> subsp. <i>cuspidata</i>	Localised infestation	MZ1, MZ2
S		<i>Oxalis</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
T	Paspalum	<i>Paspalum dilatatum</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
U	Kikuyu	<i>Pennisetum clandest-inum</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3
V	Plantain	<i>Plantago lanceolata</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
W		<i>Richardia</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
X	Blackberry	<i>Rubus fruticosus</i> sp. <i>aggregate</i>	Localised infestation	MZ1
Y	Fireweed	<i>Senecio madagascar- iensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
Z		<i>Setaria parviflora</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
AA	Paddy's Lucerne	<i>Sida rhombifolia</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
AB	Blackberry Nightshade	<i>Solanum nigrum</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1
AC		<i>Solanum</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ4
AD		<i>Sonchus</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
AE	Chickweed	<i>Stellaria</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ3, MZ4
AF	Unidentified exotic grass		Localised infestation	MZ4
AG	Purpletop	<i>Verbena bonariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ4

Methods of weed control			
Management zone/s	Weeds	Method of weed control	Frequency
All zones	Grass Weeds	<div><div>1.</div><div>Primary treatment: Spot-spray with a non-selective herbicide and hand removal.</div></div> <div><div>2.</div><div>Maintenance: Spot-spray and hand removal as required.</div></div>	<div><div>1.</div><div>Years 1-5: Throughout the year, but work, especially spraying, should be focused between September and February.</div></div> <div><div>2.</div><div>Years 6-10: Minimum of two treatments, October and February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.</div></div> <div><div>3.</div><div>Years 11 and beyond: Throughout the year. Spraying during growing season, approximately September to February</div></div>
All zones	Herb-aceous weeds	<div><div>1.</div><div>Primary treatment: Spot-spray with a non-selective herbicide and hand removal.</div></div> <div><div>2.</div><div>Secondary treatment: Spot-spray as required.</div></div> <div><div>3.</div><div>Maintenance: Spot-spray and hand removal as required.</div></div>	<div><div>1.</div><div>Years 1-5: Throughout the year, but work, especially spraying, should be focused between September and February.</div></div> <div><div>2.</div><div>Years 6-10: Throughout the year. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.</div></div> <div><div>3.</div><div>Years 11 and beyond: Throughout the year. Spraying during growing season, approximately September to February</div></div>
MZ1, MZ2, MZ3	Woody weeds	<div><div>1.</div><div>Primary treatment: cut and paint.</div></div> <div><div>2.</div><div>Secondary treatment: cut and paint, spot spray, as required.</div></div> <div><div>3.</div><div>Maintenance: Spot-spray and hand removal, as required.</div></div>	<div><div>1.</div><div>Years 1-5. Throughout the year, but work, especially spraying, should be focused between September and February.</div></div> <div><div>2.</div><div>Years 6-10: Throughout the year. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.</div></div> <div><div>3.</div><div>Years 11 and beyond. Throughout the year. Spraying during growing season, approximately September to February.</div></div>
Native planting required to provide habitat for native species affected by weed control activities			
Management zone	Description of planting required (reference planting schedule at item 6.6)		Timing
Not applicable given the rate of weed removal, followed by the direct seeding of native grasses.			

Monitoring and inspections of existing and new weeds			
Management zone/s	Weeds	Method of monitoring	Dates required
All zones	Grass weeds (including: Kikuyu, Panic Veldgrass, Paspalum; Pigeon Grass, and Brome)	<ol style="list-style-type: none"> 1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover. 	<ol style="list-style-type: none"> 1. By end of Year 5. 2. By end of Year 10 and ongoing.
All zones	Herbaceous weeds (including: Moth Vine, Bridal Creeper, Cobbler's Pegs, Thistle, Fleabane, Catsear, Plantain, Blackberry, Fireweed, Paddy's Lucerne, Blackberry Nightshade, and Purpletop)	<ol style="list-style-type: none"> 1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover. 	<ol style="list-style-type: none"> 1. By end of Year 5. 2. By end of Year 10 and ongoing.
MZ1, MZ2, MZ3	Woody weeds (including Large-leaved Privet, Small-leaved Privet, African Boxthorn, African Olive)	<ol style="list-style-type: none"> 1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover. 	<ol style="list-style-type: none"> 1. By end of Year 5. 2. By end of Year 10 and ongoing.
Other weed management activities (where required)			
Unless otherwise specified, all herbicide used should be a non-specific herbicide formulated for use around water (e.g. Roundup Biactive®).			
All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any weed management, they must be replaced.			
Zones are as per <i>Figure 3 Management zones; Noorumba – Mt Gilead biobank</i> ; dated 15/01/2018 and included in Annexure A.			

Template for reporting of monitoring activities			
Management zone/s	Date	Observations and assessment of monitoring This table must include the information for each zone (or groups of zones) which is described in the table titled 'monitoring and inspections of existing and new weeds'.	

Diary template for weed control management			
Date	Management zone/s	Description and type of activity undertaken (e.g. weed control, observation)	Minor variations (details and reasons)

Fire for conservation management plan

The plan includes information on all known previous fire events in the 'Fire history' table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (RFA) 1997* to ensure the minimum frequencies between ecological burns.

The landowner must carry out ecological burns for each management zone according to the method and frequency described (as informed by the history and requirements sections and in accordance with Section 3 of this annexure). These actions are set out in the 'Ecological burning actions table'. Monitoring and inspections (set out in the 'Fire management monitoring' table) as described must also be implemented. The landowner must also carry out the actions listed in the 'Other fire management activities' table.

The table titled 'Template of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled 'Diary template for fire management activities' to record the management actions undertaken or observations made, including any minor variations.

Fire history for previous 20 years (or longer if known)

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zones
NA	No known fires for previous 20 years	NA

Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
<i>Forest Red Gum – Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion (River Flat Eucalypt Forest)</i>	Avoid fires at intervals less than ten years. Avoid fire exclusion greater than 50 years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.
<i>Grey-Box – Forest Red Gum grassy woodlands on flats of the Southern Cumberland</i>	Avoid fires at intervals less than five years. Avoid fire exclusion greater than 40 years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

Plain, Sydney Basin Bioregion (Cumberland Plain Woodland)				
Ecological burning actions				
Management zones	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
All zones	<p>Ecological burns should be carried out at an interval of ten to 50 years with the majority of cycles within ten to 25 years. Some intervals at the higher end of this range (i.e. greater than 25 years) are desirable.</p> <p>Crown fires should not occur at the lower end of this range</p> <p>Burns should be in a 'mosaic' pattern. Indicative single burn unit, burnt approx. every 14 years, subject to seasonal ability to conduct burns and any wildfire events (refer to <i>Figure 6 Ecological Burn Units; Noorumba - Mt Gilead biobank</i>, dated 15/01/2018 and included in Annexure A). Burns are to commence in year 18.</p>	<p>Suitably experienced organisations such as the Rural Fire Service to be engaged to supervise preparation of burn area, undertake burn and extinguish. Extinguishing techniques as applicable which may include containment lines comprising of exiting management trails, back burned areas or wet lines.</p>	July - October	<p>From first payment date, with first burn to occur in year 18. If a wildfire or hazard reduction burn occurs, any subsequent planned burn may only be undertaken in that area after ten years from the date of the preceding fire.</p>
Methods for monitoring the outcomes of ecological burns				
Management zone/s	Method of monitoring	Date/s required		
All zones	<p>Recording the date and intensity of fire, area burnt during fire, any canopy scorched and percentage of leaf litter remaining.</p> <p>Visual monitoring of all of the management zones being burnt is required to be undertaken. The monitoring is to provide:</p> <ul style="list-style-type: none"> the date, intensity of fire and area burnt during the fire, a general description of the vegetation structure and species composition within the zone an interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone a recommendation on the timing and location for future planned ecological burns within the zone (or for other zones) photographic and written record of the area burnt relating to plant species and cover abundance starting 12 months post fire. <p>The results of the monitoring are to be recorded in the 'Template for</p>	<p>After each ecological burn event or other fire event (planned or wildfire).</p>		

	reporting of monitoring activities'.	
Other fire management activities (where required)		
<p>All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any ecological burns, they must be replaced.</p> <p>Existing vegetation of the site is as per <i>Figure 2 Vegetation zones; Noorumba - Mt Gilead biobank</i>, dated 15/01/2018 and included in Annexure A.</p>		

Template for reporting of monitoring activities		
Management zone/s	Date	Observations and assessment of monitoring

Diary template for fire management activities			
Date	Management zone/s	Description of activity undertaken or observation made	Minor variations (details and reasons)

Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores

The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by OEH and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.

The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.

Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.

Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zones
A	European Rabbit (<i>Oryctolagus cuniculus</i>)	Evidence of low infestation, likely to be present in all zones.	All zones

Methods considered

Feral type	Name and description of program or method	Describe suitability
A	Pindone poison baits.	Effective means of controlling rabbits.
A	Warren destruction and burrow fumigation.	Appropriate where active warrens identified.

Methods of control

Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Warren destruction as necessary. Can take place regardless of timing of rabbit control undertaken.	As required

Monitoring and inspections

Management zones	Feral types	Method of monitoring	Dates required
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All	A	<p>The monitoring is to comprise a regular walk over of the site (at least once every six months) and a visual estimate of the level of grazing, browsing and/or burrowing impacts. The level of impact is to be recorded as negligible, minimal, moderate or high.</p> <p>The monitoring is to also include recording the number and location of any tracks, traces or sightings of foxes and/or cats. This information is to be used in the vertebrate pest management plan to inform the methods of control listed in that plan.</p>	Every six months from Year 1
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where feral or overabundant native herbivores may have interfered with or damaged posts.			

Template for reporting of monitoring activities			
Management zones	Date	Current level of impact on vegetation This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for feral and overabundant herbivore management			
Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the feral and overabundant herbivores targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by OEH and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table.

The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table. The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zones
A	Fox	Foxes were observed during vegetation surveys and are likely to be utilising the site and occasionally constructing dens as part of a larger home range.	All

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Baiting (in conjunction with broader control programs), and den fumigation (as required).	For this small biobank site baiting is not considered effective. Baiting at the landscape scale is required to more appropriately manage vertebrate pests and must only be done with permission from Council as baiting is not allowed within 500m of residential areas.

Methods of control

Management zones	Pest types	Method of control	Frequency and timing
All	A	Baiting (in conjunction with broader control programs), and den fumigation (as required).	As required but only with permission obtained to bait (as

			within 500m of residential areas)
Monitoring and inspections of existing and new vertebrate pests			
Manage ment zone/s	Pest type/s	Method of monitoring	Dates required
All	All	<p>Monitoring of vertebrate pest activity is to comprise regular nocturnal walkovers (at least once every three months) of the site to determine levels of activity. The level of activity is to be recorded as negligible, minimal, moderate or high.</p> <p>Monitoring is to also include the number, date and location of any animals shot, dens destroyed or baits taken.</p> <p>The monitoring will also include recording the number and location of any tracks, traces or sightings of feral or overabundant native herbivores. This information is to be used in the feral or overabundant native herbivore pest management plan to inform the methods of control listed in that plan.</p>	Every three months from commencement.
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where vertebrate pests may have interfered with or damaged posts.			

Template for reporting of monitoring activities			
Management zone/s	Date	Current level of impact on vegetation or threatened fauna species This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for vertebrate pest management			
Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the vertebrate pests targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Annexure D: Monitoring, reporting and record keeping requirements

This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on *Figure 7 Photo monitoring points; Noorumba - Mt Gilead biobank*, dated 15/01/2018 and included in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: GDA94 MGA Zone 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
A01	295459	6222898	50
B01	295526	6222778	25
C01	295378	6222795	45
D01	296243	6222510	275
D03	296373	6222494	120

- 1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	B. Interval
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months

Physical condition of fencing and gates to determine whether they are maintained to a standard that can: <ul style="list-style-type: none"> • control the movement of stock if required under item 1 in Section 1 of Annexure C • control human disturbance if required under item 4 in Section 1 of Annexure C • control the movement of feral and overabundant native herbivores if required under item 10 of Section 2 • control vertebrate pests if required under item 11 of Section 2 	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

2 Reporting requirements – annual report

- 2.1 The landowner must complete and submit to the Chief Executive for approval an annual report using the annual reporting template provided in this Annexure or, if the Chief Executive has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Chief Executive from time to time and supplied to the landowner.
- 2.2 An annual report must be prepared for each reporting period. A reporting period means:
- 2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months
- 2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.
- The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.
- 2.3 The annual report for the report period must be supplied to the Chief Executive by registered post not later than 30 days after the end of each reporting period.
- 2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.
- 2.5 The annual report must:
- 2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C

- 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
- 2.5.3 include the photographs taken at the photo points listed in Annexure D
- 2.5.4 include any other information required in the annual reporting template.

Annual reporting template

Biobank site annual report						
Location details						
BioBanking agreement ID:		Name of landowner/s:				
Reporting date:		Property address:				
Records of management actions undertaken						
Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including reference to management zones), any variations and the reasons for variation)	Visual observations and other comments (including reasons for non-completion)	
1 Management of grazing conservation						
2 Weed control						
3 Management of fire for conservation						
4 Management of human disturbance						
5 Retention of native vegetation						
6 Planting or seeding						
7 Retention of dead timber						
8 Erosion control						

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9	Retention of rocks					
10	Control of feral and overabundant native herbivores					
11	Vertebrate pest management					
12	Nutrient control					
13	Control of exotic fish species					
14	Maintenance or reintroduction of natural flow regimes					
Incident or event that has adverse effect on biodiversity values on biobank site						
Incident or event including adverse impacts (e.g. natural events)				Action taken and proposed recommended actions		
Records submitted with this report						
<input type="checkbox"/> Photographs taken at the photo points set in the BioBanking agreement.						
<input type="checkbox"/> Results of the inspections required to be conducted in item 1.2 of Annexure D to the BioBanking agreement.						
<input type="checkbox"/> Results of any monitoring, inspections or surveys required in Annexures C and D to the BioBanking agreement.						

Signature and certification	
<p>I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the BioBanking agreement.</p> <p>Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.</p>	
Signed	Signed
Date	Date

3 Record keeping requirements

- 3.1 The following written records and photographs must be created and retained by the landowner:
- 3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken
 - 3.1.2 for a management action which is permitted to be carried out only in accordance with the Chief Executive's consent or approval, a copy of that consent or approval
 - 3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Chief Executive, a copy of the Chief Executive's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C
 - 3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations
 - 3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs
 - 3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
 - 3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement
 - 3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.
- 3.2 The landowner must retain a copy of each annual report.
- 3.3 All records required to be kept by this agreement must be:
- 3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);
 - 3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and
- Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.
- 3.3.3 produced to any authorised officer on request by an authorised officer.

Annexure E: Payment schedule

Note:

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income for management actions meets or exceeds \$75,000 (or \$150,000 for a non-profit organisation) you are required to register for GST.

'Enterprise' has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case do not indicate an ABN in item 1.1 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

1 Agreement to issue recipient created tax invoices

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number 92 008 499 189).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for any supplies under this agreement.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

- 2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.
- 2.2 The first year of the payment timing, as set out in the payment schedules, commences from the first payment date.

- 2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.
- 2.4 Each amount is included in the present value calculation and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the management payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the management payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

$$\frac{A \times B}{C}$$

Where:

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index

A is the dollar value (\$) of the management payment amounts as set out in the Payment Schedules prior to indexation by CPI

B is the most recent June Quarter CPI prior to the date that payment is due to be made

C is the CPI for the June Quarter 2018

Note: When calculating the present value of the scheduled management payments for the Total Fund Deposit, the Chief Executive is to apply any relevant discount rate established under clause 27 of the BioBanking Regulation.

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	Amount
At the beginning of the first year	\$171,811
At the beginning of the second year	\$71,940
At the beginning of the third year	\$92,675
At the beginning of the fourth year	\$49,182
At the beginning of the fifth year	\$57,223
At the beginning of the sixth year	\$26,895
At the beginning of the seventh year	\$27,170
At the beginning of the eighth year	\$26,961

At the beginning of the ninth year	\$26,895
At the beginning of the tenth year	\$29,920
At the beginning of the eleventh year	\$16,126
At the beginning of the twelfth year	\$16,060
At the beginning of the thirteenth year	\$16,335
At the beginning of the fourteenth year	\$16,126
At the beginning of the fifteenth year	\$18,810
At the beginning of the sixteenth year	\$16,335
At the beginning of the seventeenth year	\$16,126
At the beginning of the eighteenth year	\$24,860
At the beginning of the nineteenth year	\$16,335
At the beginning of the twentieth year	\$18,876
At the beginning of each following year	Amount equal to the sum of the in-perpetuity management cost that applies for each following year as determined by the table of in-perpetuity costs below.

In-perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)		
Description of ongoing management action	Frequency	Amount (\$)
Weed maintenance	The twenty first year and every year thereafter	6,600
Control of feral herbivores (rabbits) (in conjunction with Noorumba Reserve)	The twenty-first year and every year thereafter	250
Fox control (den destruction) (in conjunction with Noorumba Reserve)	The twenty-first year and every year thereafter	250
Preparation for Ecological burns (including pre-burn threatened flora survey)	The thirty-second year and every fourteen years thereafter	500
Implementation of Ecological burns (in conjunction with Noorumba Reserve) (donation to RFS)	The thirty-second year and every fourteen years thereafter	7,500
Periodic review of management plans	The twenty fifth year and every 5 years thereafter	2,500
Biobank sign replacement	The twenty-third year and every three years thereafter	60
Boundary fence maintenance	The twenty first year and every year thereafter	2,500

Manage human disturbance	The twenty first year and every year thereafter	2,500
Maintenance of gates	The twenty second year and every three years thereafter	250
Annual reporting	The twenty first year and every year thereafter	2,000
Council rates	The twenty first year and every year thereafter	0
Business management expenses	The twenty first year and every year thereafter	500
Annual reporting fee (payable to OEH)	The twenty first year and every year thereafter	1,500
Total present value of payments after 20 years (excl. GST)		\$232,638
Total present value of payments after 20 years (incl. GST)		\$255,901

3 Nominated bank account

- 3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 (**'the Nominated Bank Account'**).
- 3.2 The landowner must provide the Fund Manager with details in writing of the nominated bank account within 14 days of the commencement date.
- 3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.
- 3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the nominated bank account. This notice must include new bank account information and the written consent of all owners of the biobank site.

4 Annual contribution

- 4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.
- 4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.
- 4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister chooses to waive the annual contribution where:

- 4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or
- 4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.

Credit retirement report

Effective date: 15-October-2019

Transaction number: 201910-RT-479

Credit owners' details

Credit owner ID: 650

Name of credit holder: Lend Lease Communities (Mt Gilead) Pty Ltd (Lend Lease)

Other owner(s):

No other owners

Reason for retirement: Biocert Agreement for Mt Gilead Residential Devt EPBC 2015_7599 Conditions of Approval

Ecosystem credit(s) retired								
Number of credits	Credit profile ID	Agreement ID	Vegetation code	Vegetation type	CMA subregion	% surrounding vegetation	Patch size	Vegetation formation(see key)
27	2,211	209	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury/Nep ean	31-70%	>100 ha	GRW
1	2,213	209	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury/Nep ean	31-70%	<5 ha	GRW
34	1,492	117	HN556	HN556/Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Wollemi - Hawkesbury/Nep ean	>70%	>100 ha	DSG
85	2,208	208	HN556	HN556/Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury/Nep ean	>70%	>100 ha	DSG
19	2,209	208	HN556	HN556/Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury/Nep ean	>70%	<5 ha	DSG

Species credit(s) retired					
Number of credits	Credit profile ID	Agreement ID	Species type	Scientific name	Common name
151	516	239	Fauna	Phascolarctos cinereus	Koala
150	459	215	Fauna	Phascolarctos cinereus	Koala
85	442	208	Fauna	Phascolarctos cinereus	Koala
48	909	209	Fauna	Phascolarctos cinereus	Koala

Key to vegetation formations

Code	Vegetation formation
ALP	Alpine complex
ASA	Arid shrublands (Acacia)
ASC	Arid shrublands (Chenopod)
DSG	Dry sclerophyll forests (shrub/grass)
DSS	Dry sclerophyll forests (shrubby)
FRW	Forested wetlands
FWW	Freshwater wetlands
GLD	Grasslands
GRW	Grassy woodlands
HLD	Heathlands
MES	Miscellaneous ecosystems
RFT	Rainforests
SAW	Saline wetlands
SWG	Semi-arid woodlands (grassy)
SWS	Semi-arid woodlands (shrubby)
WSG	Wet sclerophyll forests (grassy)
WSS	Wet sclerophyll forests (shrubby)

The credit register provides further information about credit holdings and reports about credit trading activity. To view this information, please visit the public register website at www.environment.nsw.gov.au/bimspr/index.htm

For more information, please contact the BioBanking Scheme Manager - phone (02) 9995 6753; email biobanking@environment.nsw.gov.au



Australian Government

Department of Agriculture, Water and the Environment

Mark Anderson
Senior Development Manager
Lendlease Communities (Mt Gilead) Pty Ltd
Level 2, 88, Phillip Street
Parramatta, NSW 2150

Dear Mr Anderson

EPBC 2015/7599: Mt Gilead Residential Development, Gilead, NSW – Biodiversity Offset Strategy

Thank you for your email dated 17 April 2020 to the Department of the Environment and Energy, seeking approval of the Biodiversity Offset Strategy, in accordance with condition 4 of the above project under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

Officers of the Department have advised me on the Biodiversity Offset Strategy and the requirements of the conditions of the approval for this project. On this basis, and as a delegate of the Minister for the Environment, I have decided to approve the Mt Gilead Residential Development: EPBC Biodiversity Offset Strategy (EPBC 2015/7599), 17 April 2020. This plan must now be implemented.

As you are aware, the Department has an active monitoring program which includes monitoring inspections, desk top document reviews and audits. Please ensure that you maintain accurate records of all activities associated with, or relevant to, the conditions of approval so that they can be made available to the Department on request.

Should you require any further information please contact Hannah McFarlane on (02) 6274 2973 or postapproval@environment.gov.au.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'G. Manning'.

Greg Manning
Assistant Secretary
Assessments (WA, SA, NT), Post Approvals and Policy Branch

5 May 2020



**BioBanking agreement
ID number: BA490**

Under the

Threatened Species Conservation Act 1995

for

**Lendlease Communities (Figtree Hill No 3) Pty Ltd
for**

Hillsborough Biobank

Part Lot 12 In Deposited Plan number 1261146



**Planning,
Industry &
Environment**

BioBanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995*

This agreement made on the 20TH day of August, 2021 between the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* ('the Minister', which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Lendlease Communities (Figtree Hill No 3) Pty Ltd (ABN 39 614 296 294) ('the landowner') of 899 Appin Rd, Gilead NSW 2560 on the other part.

Background

- A The landowner is the owner of those parcels of land being:
- Part Lot 12 In Deposited Plan number 1261146, Parish of Menangle, County of Cumberland; and
- known as Hillsborough Biobank ('the land').
- B The biobank site that is the subject of this agreement forms part of the land and is shown on the biobank site boundary map dated 12/12/2018. The biobank site covered by this agreement consists of approximately 3.61 hectares.
- C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.
- D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 4 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.
- E The landowner and the Minister recognise that the biobank site contains the following known Aboriginal objects and/or Aboriginal places as defined by the *National Parks and Wildlife Act 1974*:
- Reburied artefacts
- Note: This biobanking agreement only recognises the existence of known Aboriginal objects and/or Aboriginal places. It does not provide for the protection of Aboriginal objects or Aboriginal places. The protection of Aboriginal objects and Aboriginal places is dealt with by the *National Parks and Wildlife Act 1974*. This agreement does not authorise any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site land (see clause 3.2).
- F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.
- G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.
- H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.
- I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.

- J The Minister has delegated the power to enter into this biobanking agreement to the Director of the Biodiversity Offsets Scheme Branch of the Environment, Energy and Science (EES) Group within the Department of Planning, Industry and Environment.

Now this agreement witnesses:

1. Interpretation

- 1.1 In this agreement, unless the contrary intention appears:

the ‘Act’ means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

‘adaptive management’ means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions or management plans are required to improve biodiversity values

‘agreement’ means this biobanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

‘animal’ has the same meaning as in section 4 of the Act

‘Annexure A’ means Annexure A to this agreement entitled ‘Maps of the biobank site’

‘Annexure B’ means Annexure B to this agreement entitled ‘BioBanking Agreement Credit Report’

‘Annexure C’ means Annexure C to this agreement entitled ‘Management actions and management plans’

‘Annexure D’ means Annexure D to this agreement entitled ‘Monitoring, reporting and record keeping requirements’

‘Annexure E’ means Annexure E to this agreement entitled ‘Payment schedules’

‘annual report’ means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

‘authorised officer’ means a person appointed under Part 12 of the BC Act

‘BC Act’ means the *Biodiversity Conservation Act 2016* and any regulations from time to time in force thereunder

‘BCT’ means the NSW Biodiversity Conservation Trust

‘biobank site’ means that part of the land shown as the “biobank site” on the biobank site boundary map

‘biobank site boundary map’ means the map entitled “*Biobank site boundary (dated 12/12/2018)*” and included in Annexure A

‘Biobanking Agreement Credit Report’ means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

'biobanking agreements register' means the register of biobank sites kept by the Secretary under Part 7A of the Act

'BioBanking Assessment Methodology' means the rules established under section 127B of the Act

'BioBanking Regulation' means the Threatened Species Conservation (Biodiversity Banking) Regulation 2008

'BioBanking Scheme' means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

'BioBanking Trust Fund' means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

'biodiversity credits' means biodiversity credits created under Part 7A of the Act

'biodiversity credits register' means the register of biodiversity credits kept by the Secretary under Part 7A of the Act

'biodiversity values' has the same meaning as in section 4A of the Act

'Chief Executive Officer' means the Chief Executive Officer of the Biodiversity Conservation Trust

'commencement date' means the date this agreement commences under clause 18 of this agreement

'critical habitat' has the same meaning as in section 4 of the Act

'day' means any day including Saturdays, Sundays and public holidays

'development' has the same meaning as in section 127(1) of the Act

'ecological burn' means a burn to improve biodiversity values carried out as part of the management of fire for conservation

'EES' means the Environment, Energy and Science Group within the Department of Planning, Industry and Environment

'fee unit' has the same meaning as in the BioBanking Regulation

'fertiliser' has the same meaning given to it in the *Biosecurity Act 2015* (NSW)

'first payment date' means the date the balance in the relevant biobank site account is equal to or greater than 100% of the Total Fund Deposit for the first time

'Fund Manager' means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

GST has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the GST

'land' means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

'management action' means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be

created. Such actions are set out in of Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

‘management of fire for conservation’ means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

‘management of grazing for conservation’ is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically, it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

‘management payments’ means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

‘management plans’ means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Secretary in accordance with the provisions of Annexure C)

‘management zone’ means those areas of the biobank site identified on the map entitled “*Management zones (dated 12/12/2018)*” and included in Annexure A

‘maximum operational surplus’ has the same meaning as in clause 33(2) of the BioBanking Regulation

‘Minister’ means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister

‘native plant’ has the same meaning as in section 5 of the NPW Act

‘native vegetation’ has the meaning given to it in section 1.6 of the BC Act

Note: This definition may change from time to time with changes in Law, but on the commencement date this meant any plants (including trees, saplings, shrubs, scrub, groundcover) native to New South Wales (i.e. established in New South Wales before European settlement)

‘NPW Act’ means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

‘ongoing’ in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless specified otherwise

‘operational deficit’ has the same meaning as in clause 31(2) of the BioBanking Regulation

‘operational deficit threshold’ has the same meaning as in clause 32(2) of the BioBanking Regulation

‘operational surplus’ has the same meaning as in clause 31(3) of the BioBanking Regulation

'owner' has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act

'party' means a party to this agreement

'payment schedules' means the tables entitled 'payment schedule' and 'in perpetuity management costs' included in Annexure E

'pesticide' has the same meaning as in section 5 of the *Pesticides Act 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides

'plant' has the same meaning as in section 4 of the Act

'planting schedule' means the schedule at item 6.6 of Section 1, Annexure C

'processing fee' means the processing fee which is to accompany an application to enter into a biobanking agreement as required by clause 14 of the BioBanking Regulation

'protected animal' has the same meaning as in section 1.6 of the BC Act

'record keeping requirements' means those record keeping requirements set out in item 3 of Annexure D

'regrowth' means any native vegetation that has regrown since 1 January 1990

'relevant biobank site account' means the biobank site account within the BioBanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the BioBanking Regulation

'remnant native vegetation' means any native vegetation other than regrowth

'Secretary' means the Secretary of the Department of Planning, Industry and Environment

'sensitive threatened species' means any threatened species, populations or ecological communities or any critical habitat (or any area or areas of land proposed to be identified as critical habitat), information relating to the location of which must not be made available to the public on a register kept under Part 7A of the Act, as required by clause 48(1)(a) or (b) of the BioBanking Regulation

'threatened species, populations and ecological communities' and **'threatened species, population or ecological community'** have the same meaning as in the Act

'Total Fund Deposit' has the same meaning as in clause 26(1) of the BioBanking Regulation

'waste' has the same meaning as in the *Protection of the Environment Operations Act 1997*.

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.

- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.6 The schedules and Annexures to this agreement form part of this agreement.
- 1.7 Any notes included in the agreement do not form part of the agreement.

2. Status of this agreement

The parties agree that this agreement is a biobanking agreement within the meaning of section 127D of the Act.

3. Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

- 3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any protected animals, native plants, threatened species, populations and ecological communities, and their habitats.

Cultural heritage

- 3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

Obtaining of consents, permits and authorisations

- 3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

Development

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:
 - 3.4.1 is permitted or required under Annexure C, or

3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled 'Permissible human activities on the biobank site' contained in clause 3.6.

Permissible development

3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	Management zone/s
Any development permitted or required as part of a management action under Annexure C, including but not limited to maintaining existing access tracks on the biobank site, building shed/s to store weed control chemicals or other pesticides on the biobank site, building fences to manage stock on the biobank site and building structures to restore natural water flow regimes.	All zones
Any development within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Note: 'development' and 'activity' (which is part of the definition of 'development' for the purposes of this agreement) are defined in the <i>Environmental Planning and Assessment Act 1979</i> .	All zones

Permissible human activities

3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Any activity or any development permitted or required as part of a management action under Annexure C, including but not limited to mustering stock or feral herbivores including with mechanised vehicles, spraying or mechanically removing weeds, planting tubestock or sowing seeds of native vegetation, using drip torches, thinning native vegetation, disturbing soil temporarily to control erosion, encouraging regeneration, controlling nutrients or restoring natural flow regimes, laying baits, trapping or otherwise controlling vertebrate pests and feral herbivores and overabundant native herbivores.	All zones
Traditional Aboriginal cultural activities, except commercial activities.	All zones

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any activity required to undertake permissible development.	All zones

4. Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

- i. implement or procure the implementation of; and
- ii. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that:

- i. the management actions to be carried out in accordance with clause 4.1; and
- ii. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner's obligations under this clause are subject to clause 12.4 of this agreement.

5. Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is \$662,517 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Secretary.

6. Biodiversity credits

- 6.1 The Secretary is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.
- 6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.
- 6.3 At the commencement date, the landowner is entitled to receive \$0, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$0 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

The Part B amount is that part of the sale price received by the landowner (or another landowner if reference is made to a previous sale of that biodiversity credit type) after the entire Total Fund Deposit is satisfied and deposited into the BioBanking Trust Fund.

The sale price of each biodiversity credit will be negotiated between the landowner and the buyer and will be affected by supply and demand for each biodiversity credit. The final price at the time of transfer of the biodiversity credit (or retirement or the biodiversity credit without transfer) may not reflect this estimated amount.

The Minister does not warrant that the landowner will be able to sell biodiversity credits for the estimated market value.

7. Monitoring, record keeping and reporting

- 7.1 The landowner must comply with the monitoring and record keeping requirements as set out in Annexure D.
- 7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Chief Executive Officer of the NSW Biodiversity Conservation Trust (BCT) within the timeframe specified in Annexure D.
- 7.3 The landowner must notify the Chief Executive Officer in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Chief Executive Officer of:
- 7.3.1 the nature, location and time of the incident
 - 7.3.2 the impact of the incident on biodiversity values
 - 7.3.3 the measures that have been taken or will be taken in response to the incident
 - 7.3.4 any provision of this agreement which may have been breached
 - 7.3.5 the extent of any damage caused or permitted by the incident
 - 7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

8. Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner's obligations under this agreement.

9. Change of land ownership or subdivision of land

9.1 The landowner must notify the Chief Executive Officer in writing:

- 9.1.1 if the landowner forms any intent to sell, as soon as possible after such intent arises;
- 9.1.2 where part or all of the land is listed for sale, within seven (7) days after the date of such listing;
- 9.1.3 of any change of ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site;
- 9.1.4 of any change of lessee of the biobank site, or any part thereof, within twenty-eight (28) days after the change of lessee or licensee of the biobank site.

The notice must include the name and address and other relevant contact details of the new landowner, lessee or licensee.

- 9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.
- 9.3 The landowner must notify the Chief Executive Officer in writing no less than 14 days before the biobank site is subdivided.
- 9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

10. Right to enter biobank site for research and monitoring

- 10.1 The landowner must permit access to the biobank site at any time to the Minister, the Chief Executive Officer, an authorised officer or an officer of the BCT for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In

exercising its right of access under this clause, the Minister, the Chief Executive Officer, an authorised officer or an officer of the BCT must ensure that such access does not:

- 10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or
 - 10.1.2 interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.
- 10.2 The Minister, Chief Executive Officer, an authorised officer or an officer of the BCT may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive Officer, an authorised officer or an officer of the BCT. The landowner will not unreasonably withhold consent.
- 10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the BC Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11. Agreement preparation expenses

Each party bears its own costs in connection with the preparation and execution of this agreement.

12. Obligations of the Minister

- 12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.
- 12.2 The Minister may only make such a direction if:
- 12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and
 - 12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and
 - 12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.
- 12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.

12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:

12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and

12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.

12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13. Ownership of the land and registration of this agreement

13.1 The landowner represents and warrants to the Minister that as at the date of this agreement it is:

13.1.1 the legal and beneficial owner of the land; or

13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.

13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.

13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.

13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14. Variation and termination

- 14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.
- 14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.
- 14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G (5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15. Indemnity and release

- 15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.
- 15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.
- 15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

- (i) 'protected person' means:
- (a) the Minister

- (b) the Secretary
 - (c) the Chief Executive Officer
 - (d) the employees or officers of the BCT or EES
 - (e) any other person acting under the direction or control of the Minister, Secretary or Chief Executive Officer for any purpose
 - (f) the Crown in right of the State of New South Wales;
- (ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

16. Dispute resolution

- 16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.
- 16.2 Within 14 days of the written notice, the Chief Executive Officer and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Chief Executive Officer and the landowner will refer the matter to mediation.
- 16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.5 Notwithstanding the above clauses, the Minister, the Secretary, the Chief Executive Officer or a person duly authorised by the Minister, Secretary or Chief Executive Officer, may enforce this agreement under the Act (or the BC Act) or institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.
- 16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

17. Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

18. Commencement date

This agreement shall have effect from the day it is executed by all parties.

19. Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the biobanking agreements register and, where biodiversity credits have been registered, on the biobanking credits register maintained by the Secretary and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.

20. Exercise of Minister's, Secretary's and Chief Executive Officer's powers

- 20.1 The landowner acknowledges that the Minister may authorise any officer of the BCT or EES to exercise any of the Minister's functions under this agreement on the Minister's behalf.
- 20.2 The landowner acknowledges that the Secretary may authorise any officer of EES to exercise any of the Secretary's functions under this agreement on the Secretary's behalf.
- 20.3 The landowner acknowledges that the Chief Executive Officer may authorise any officer of the BCT to exercise any of the Chief Executive Officer's functions under this agreement on the Chief Executive Officer's behalf.

21. Notices

- 21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or emailed to that party at its email address set out below:

The Minister

Address	Biodiversity Conservation Trust Locked Bag 5022 PARRAMATTA NSW 2124
Email	info@bct.nsw.gov.au
Attention	Manager, Agreements and Technical Services

Landowner

Address	Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Ave
Email	Mark.Anderson@lendlease.com

Attention

Mark Anderson

- 21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of the BCT advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.
- 21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive Officer's discretion to give or withhold from giving such notice, consent or permission.


Agreement annexures


- Annexure A Maps of biobank site
- Annexure B Biobanking Agreement Credit Report
- Annexure C Management actions and management plans
- Annexure D Monitoring, reporting and record keeping requirements
- Annexure E Payment schedules

In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by

Louisa Mamouney,
Director, Biodiversity Offsets Scheme Branch,
Environment, Energy and Science,
Department of Planning, Industry and
Environment,
As delegate for the Minister administering the
Threatened Species Conservation Act 1995 in the
presence of:


~~Louisa~~
Lisa Mamouney
Date 20/8/21



Witness signature

Date 20/8/21

Witness name Scott King

Witness address 12 DARCY ST PARRAMATTA

Signed by the landowner/s or director/s
in accordance with s127 of the
Corporations Act 2001:


Director signature Company Secretary
Date
Full name & position Susan Ann Westlake


Director signature
Date
Full name & position Jeheon Son

~~In the presence of~~

~~In the presence of~~

~~Witness signature~~

~~Witness signature~~

~~Date~~

~~Date~~

~~Witness name~~

~~Witness name~~

~~Witness address~~

~~Witness address~~

Seal (if signing under seal):

Annexure A: Maps of biobank site

Biobank site boundary (dated 12/12/2018)

Vegetation zones (dated 12/12/2018)

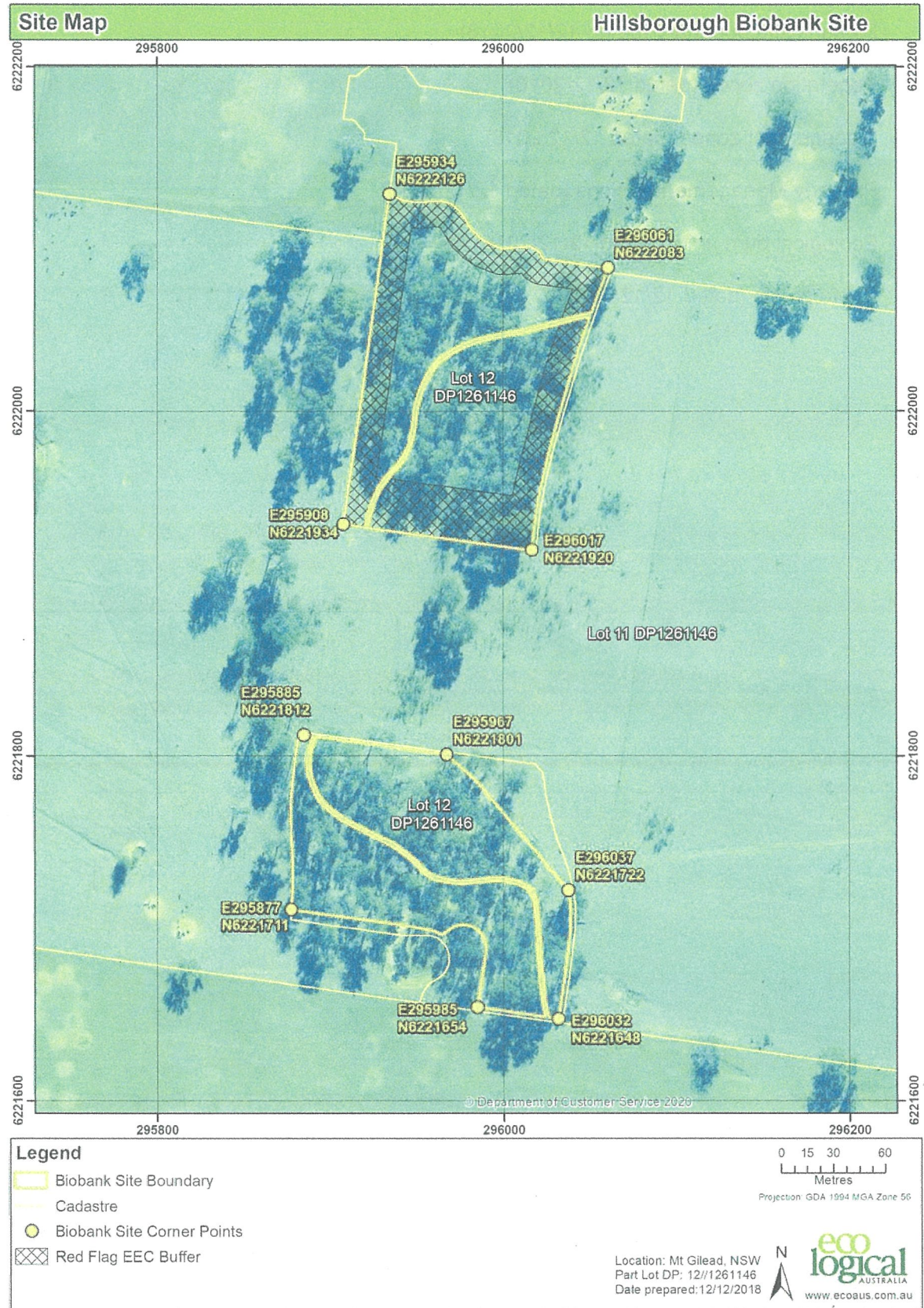
Management zones (dated 12/12/2018)

Property Management Actions (dated 12/12/2018)

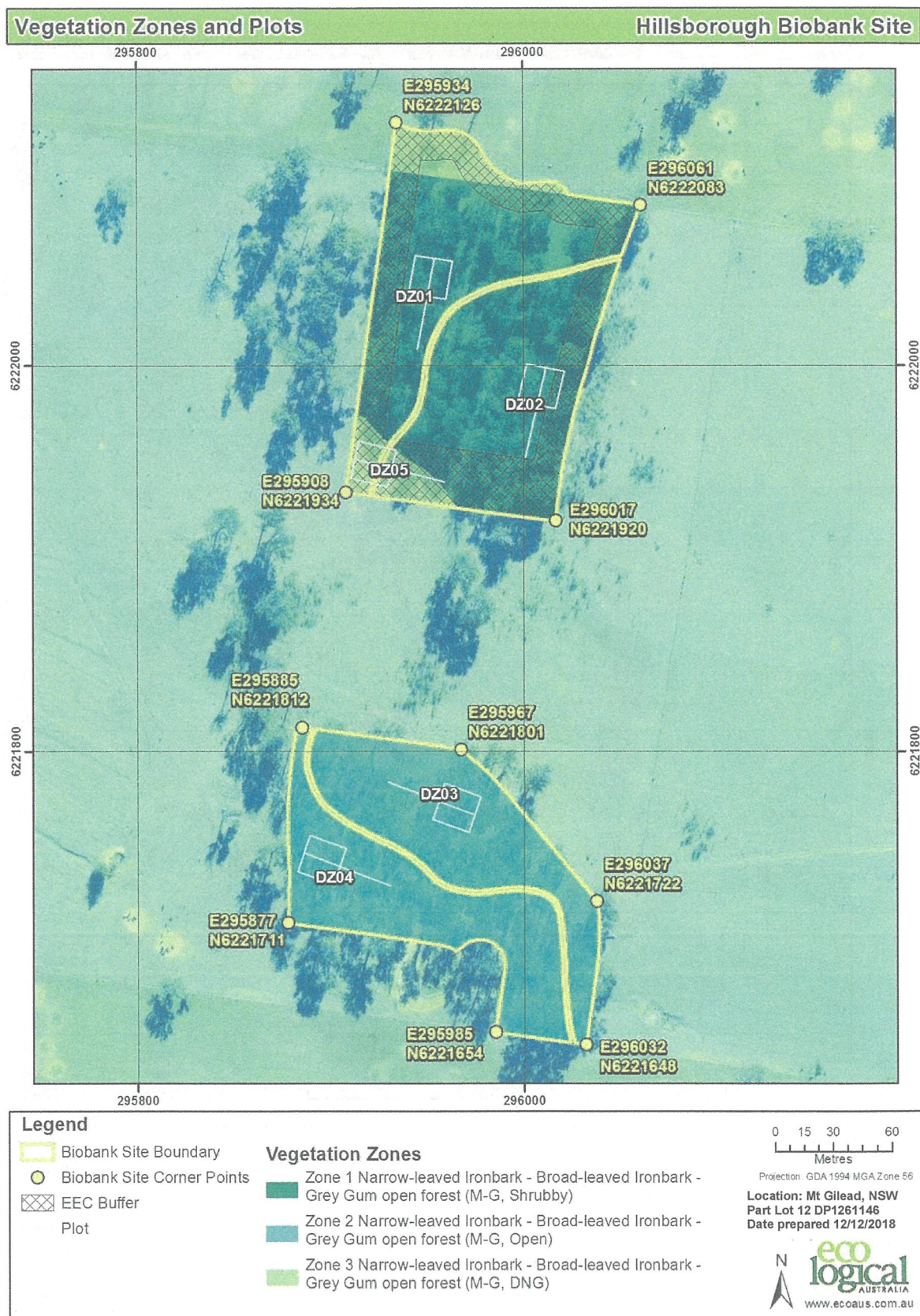
Ecological burn units (dated 12/12/2018)

Photo points (dated 12/12/2018)

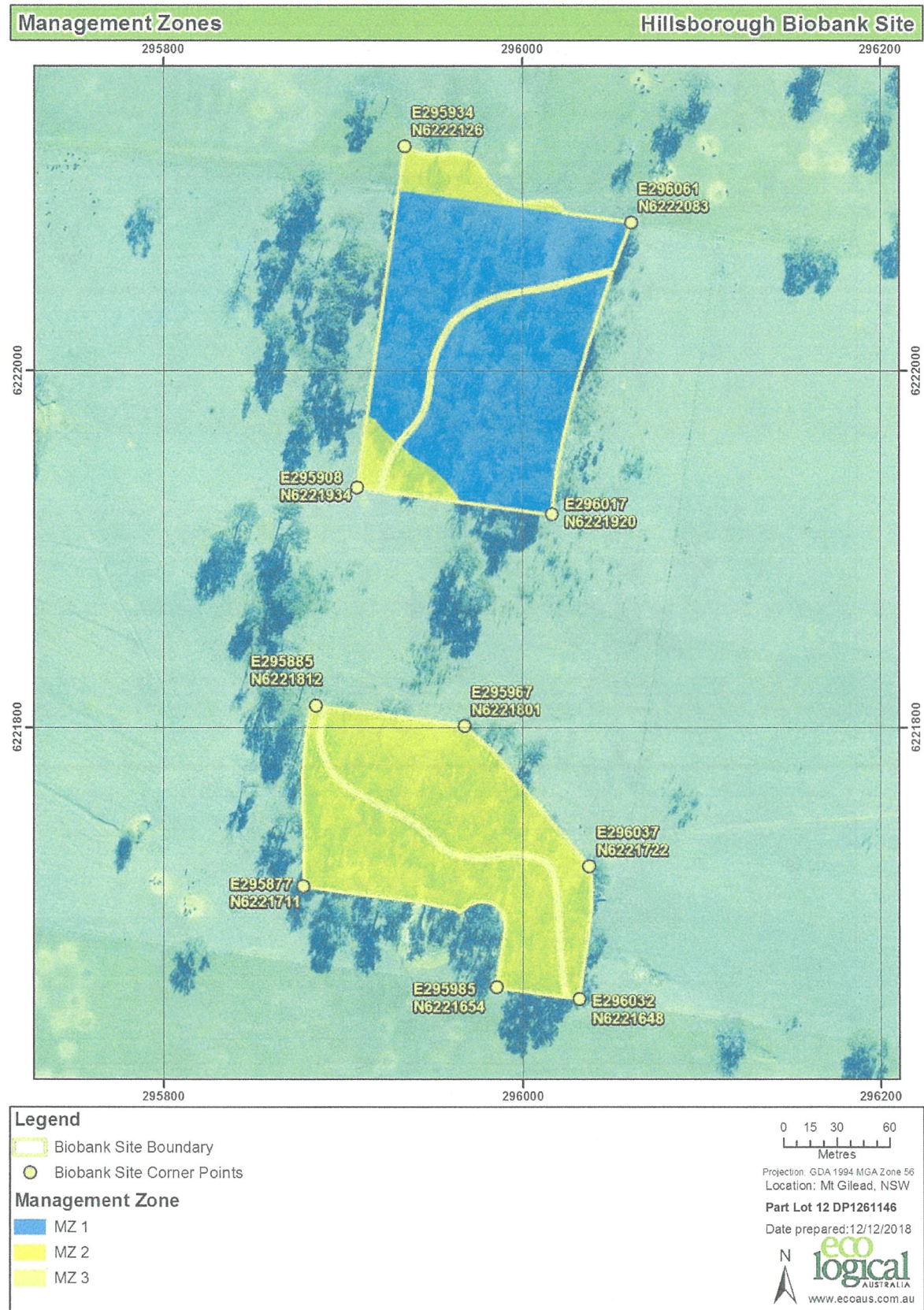
Biobank site boundary (dated 12/12/2018)



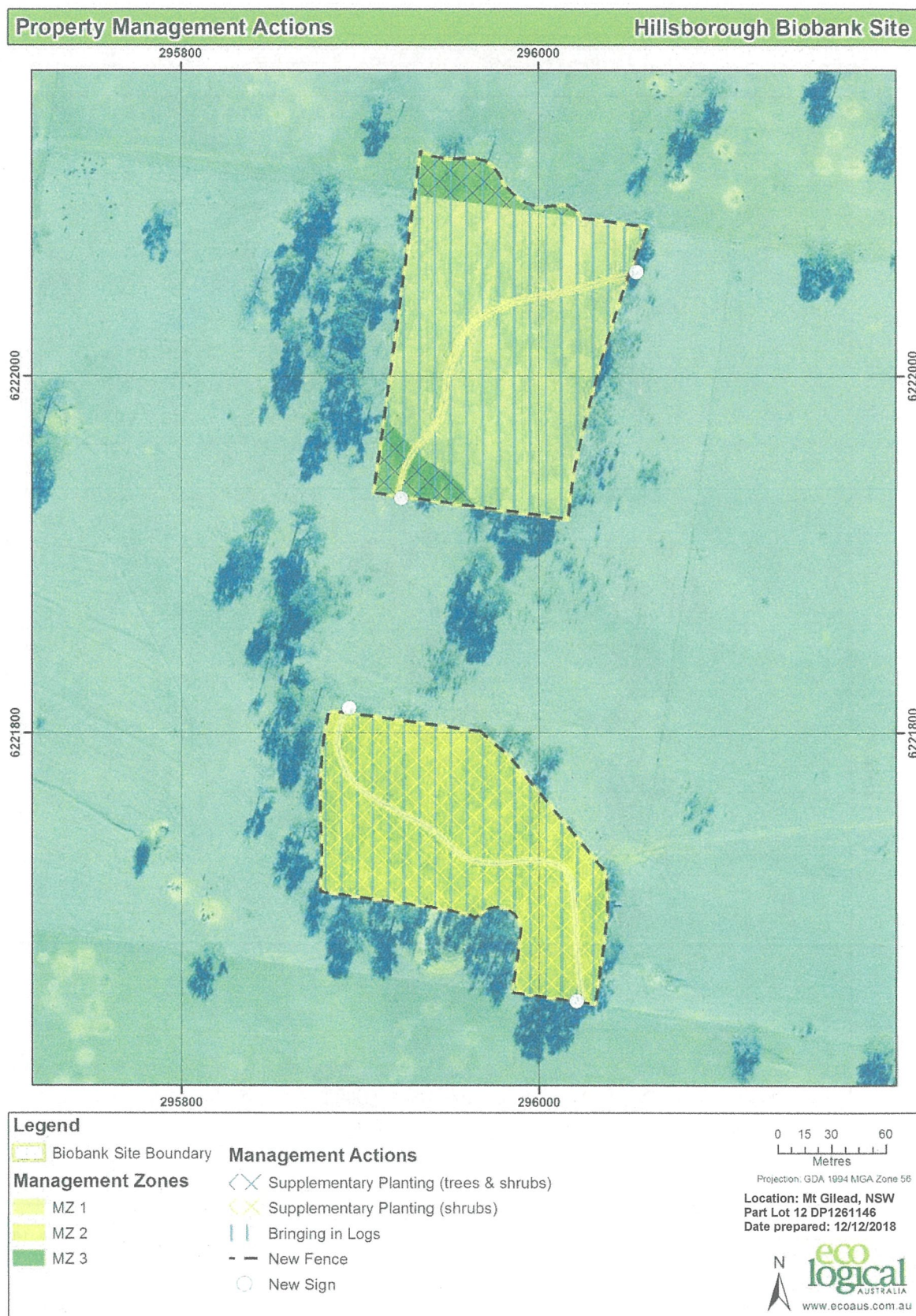
Vegetation zones (dated 12/12/2018)



Management zones (dated 12/12/2018)



Property Management Actions (dated 12/12/2018)



Ecological Burn Units (dated 12/12/2018)

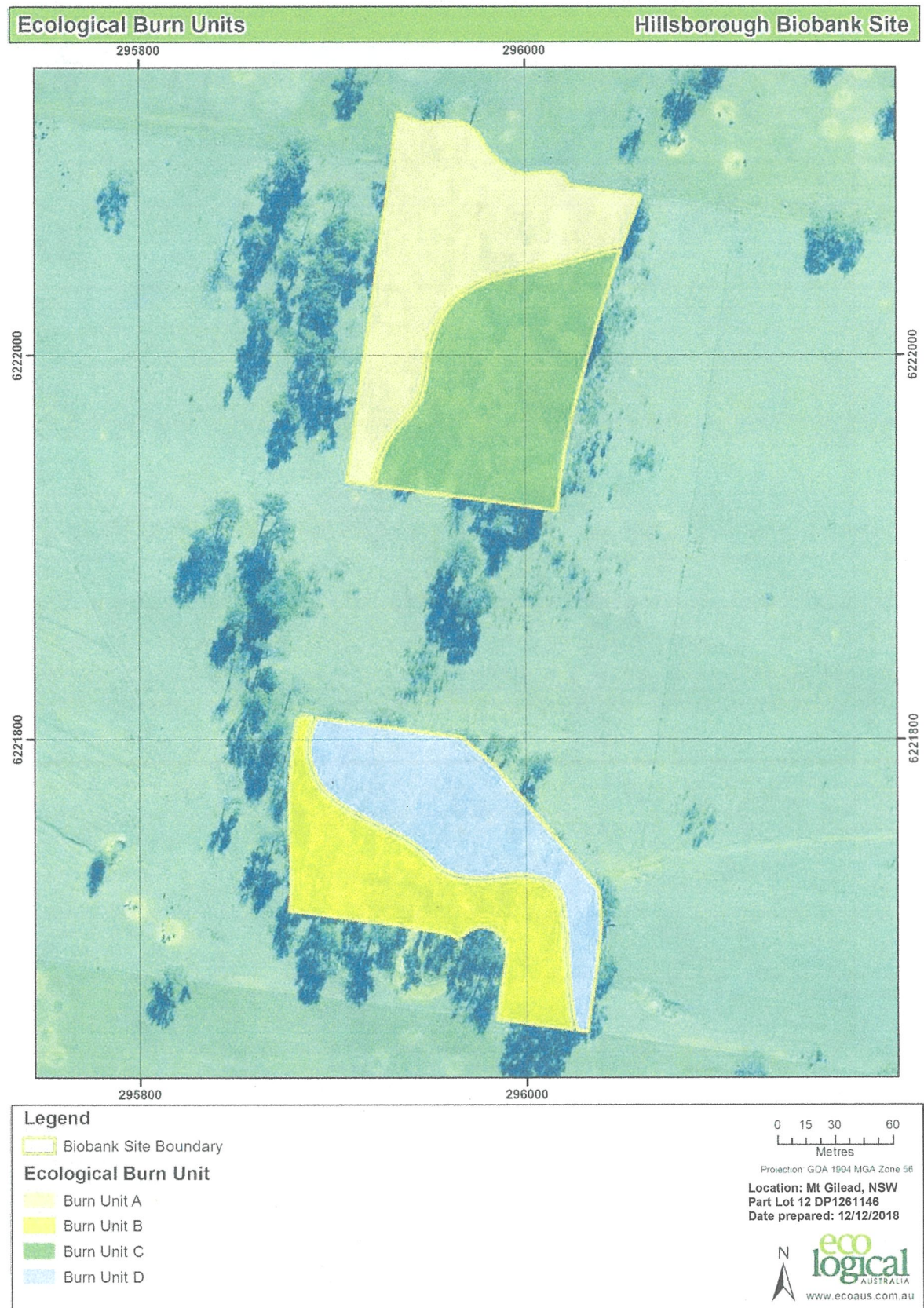
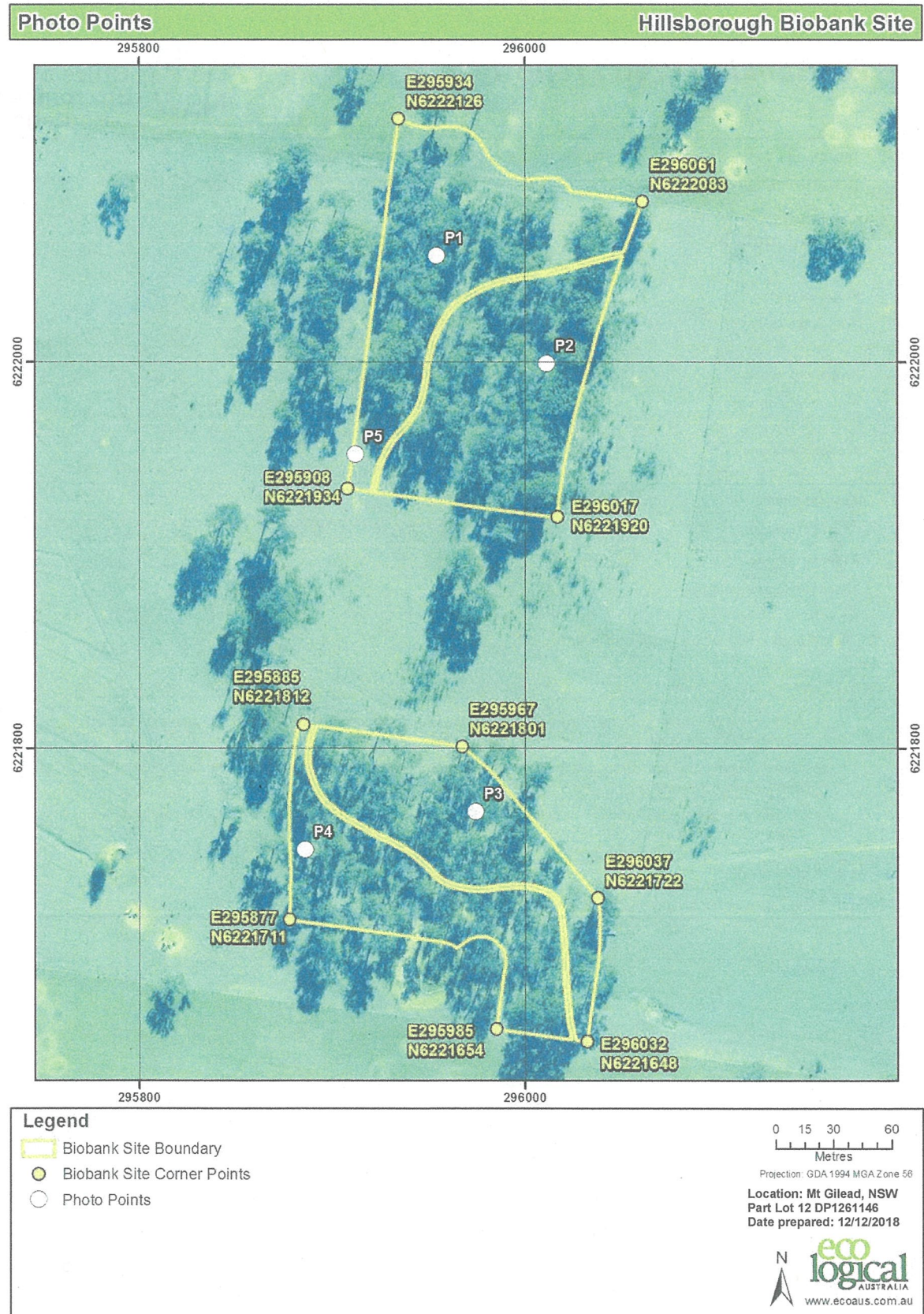


Photo points (dated 12/12/2018)



Annexure B: Biobanking Agreement Credit Report

BioBanking credit report



This report identifies the number and type of credits required at a BIOBANK SITE

Date of report: 15/06/2020

Time: 4:27:18PM

Calculator version: v4.0

Biobank details

Proposal ID: 0155/2019/4967B
Proposal name: Hillsborough Biobank Site
Proposal address: 899 Appin Road Gilgoad NSW 2560

Proponent name: Lendlease Communities (Figtree Hill) Pty Limited
Proponent address: Level 14, Tower Three, International Towers Sydney, Exchange Place 300
Barangaroo Ave Sydney NSW 2000
Proponent phone: 0419148853

Assessor name: Meredith Henderson
Assessor address: PO Box 20529 WORLD SQUARE NSW 2002
Assessor phone: (02) 85368671
Assessor accreditation: 0155

Additional information required for approval:

- ☐ Use of local benchmark
 - ☒ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion
 - ☒ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion
 - ☒ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion
- ☐ Expert report...
- ☐ Request for additional gain in site value

Ecosystem credits summary

Plant Community type	Area (ha)	Credits created
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	2.67	27.00
Total	2.67	27

Credit profiles

1. Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion, (HN556)

Number of ecosystem credits created	27
IBRA sub-region	Cumberland - Hawkesbury/Nepcan

Species credits summary

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	Slashing

Annexure C: Management actions and management plans

This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

- (i) Section 1: Standard management actions ('Section 1'); and
- (ii) Section 2: Additional management actions ('Section 2')

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

- (i) Section 3: Standard management plans ('Section 3'); and
- (ii) Section 4: Additional management plans ('Section 4')

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

- I. removal of priority weeds under the *Biosecurity Act 2015* (NSW), including compliance with a weed control notice given under the *Noxious Weeds Act 1993* before its repeal
- II. the control of pest animals in accordance with a biosecurity duty under the *Biosecurity Act 2015* (NSW) or
- III. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*
- IV. in respect of the *Rural Fires Act 1997*:
 - (a) an emergency fire fighting act within the meaning of that Act
 - (b) emergency bushfire hazard reduction work within the meaning of that Act
 - (c) any notified steps issued to the landowner under section 63 of that Act

- (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
 - (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:
 - i. a current bushfire hazard reduction certificate that applies to the work
 - ii. the provisions of any bushfire code applying to the land specified in the certificate.
- A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the biobanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations and retain a record of the documentation and include it in the annual report.
- B Timing for carrying out management actions**
- B1 An obligation to carry out a management action (or implement and comply with a management plan):
 - (i) will commence on the commencement date or first payment date (as indicated); and
 - (ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.
- B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.
- B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

Standard management actions		
Item 1	Management of grazing for conservation	Timing
1.1	Stock must not be permitted to graze in any area of the biobank site.	Ongoing from first payment date.
1.2	This item is not applicable.	N/A
1.3	This item is not applicable.	N/A
1.4	If, at any time, the landowner observes stock in any area of the biobank site, other than an area on the biobank site where grazing is permitted, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from first payment date.
Item 2	Weed control	Timing
2.1	<p>The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 ('the weed management plan') (or such updated integrated weed management plan as has been approved by the Chief Executive under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
2.2	<p>The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing 	Ongoing from first payment date.

	<p>habitat for native species</p> <ul style="list-style-type: none"> the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities methods for monitoring the success of weed control activities a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the <i>Noxious Weeds Act 1993</i>) additional weed control activities to destroy or remove any new weed species that are found on the site measures for assessing and reporting monitoring results a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
Item 3	Management of fire for conservation	Timing
3.1	<p>The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Chief Executive under item 3.2 below) (‘the fire management plan’). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from commencement date.
3.2	<p>The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the fire management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> the year the last fire went through, the type of fire and the extent of the fire and location, where known frequency of natural fires in the area of the biobank site, where known a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt 	Ongoing from first payment date.

	<ul style="list-style-type: none"> the methods that will be used for ecological burns the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the <i>Rural Fires Act 1997</i> to ensure minimum frequency between ecological burns the fire intensity for the recommended vegetation types the time of year suitable for ecological burns the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
3.3	Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	Ongoing from commencement date.
Item 4	Management of human disturbance	Timing
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	This item is not applicable.	N/A
4.4	The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site. Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i> .	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.	Ongoing from first payment date.
4.6	<p>Fencing and signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the DPIE.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> 1,200 m of permanent fencing required to replace temporary fencing. Refer to Property Management Actions map dated 12/12/18. 1,200m of new fence to be maintained. Refer to Property Management Actions map dated 12/12/18. A total of four Biobank and Council Community Land Reserve signs required at entry points to Biobank site at head of each management/walking trail. Indicative locations provided on Property Management Actions map dated 12/12/18. 	Ongoing from first payment date.

	<ul style="list-style-type: none"> Approximately 450m of management / walking track to be established with crushed sandstone and maintained (Walking tracks are not part of biobank site and are biodiversity certified) 	
Item 5	Retention of regrowth and remnant native vegetation Note: An approval under the Native Vegetation Act 2003 may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Timing
5.1	<p>Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement.</p> <p>Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by DPIE and updated from time to time. An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.</p>	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
Item 6	Replanting or supplementary planting where natural regeneration will not be sufficient	Timing
6.1	<p>The landowner must undertake planting or seeding of the native groundcover/shrub/tree species indicated in the planting schedule for the biobank site as set out in item 6.6 below ('the planting schedule') in the areas of planting and within the timeframe indicated in the planting schedule.</p> <p>If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the landowner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time.</p> <p>Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be undertaken prior to such planting.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> Revegetation, if required, in MZ2, and MZ3. Zones shown are as per Management Zones map dated 12/12/18. Areas for revegetation are shown on the Management Actions Map dated 12/12/2018. Revegetation will consist of planting canopy species in MZ3 and shrubs in MZ2 and MZ3. For the canopy, plantings will be undertaken to achieve a total of 9.25% canopy in MZ3, to achieve 50% of canopy benchmark for MZ3 (lower range of benchmark values used). Natural regeneration may be used to achieve this benchmark. 	Commencing from first payment date.

	<ul style="list-style-type: none"> For the mid-storey, plantings will be undertaken to achieve a total of 6.5% mid-storey in MZ2 and MZ3, to achieve 50% of mid-storey benchmark (lower range of benchmark values used). Natural regeneration may be used to achieve this benchmark. Species to be used are provided in Section 6.6. Alternative species may be considered at time of planting should supply be limited or issues with certain species be identified, such as problems with disease or insect attack. Alternate species should be characteristic of the Plant Community Type. Plant numbers in Item 6.6 are for guidance only and combinations of any of these species may be altered as required due to stock availability and as considered appropriate by the bush regeneration contractor, so long as the total number of plantings for each management zone are undertaken (as per Management Zones map dated 12/12/18). Regarding tree and shrub plantings, these will: <ul style="list-style-type: none"> Follow collection techniques, seed preparation, and growing as per Florabank Best Practice Guidelines. Consist of tubestock/potted individuals of local provenance. Be undertaken at approximately 3 trees/ha for MZ3, and 87 shrubs/ha for all zones, although trees and shrubs will be unevenly spaced and planted in 'patches' of shrub species to mimic natural distribution. Be installed by hand or with a petrol auger. A hole twice the depth and width of the root-ball should be dug and 1 tablespoon of native fertiliser applied. Be watered twice, once immediately after planting. Planting can be scheduled immediately before rain events to satisfy this condition. Be undertaken in the autumn to allow time for establishment. 	
6.2	<p>Areas of planting or seeding as set out in the planting schedule must be protected from grazing.</p> <p>Specific requirements: Stock must not be permitted to graze any area of the biobank site.</p>	N/A.
6.3	<p>The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region, the landowner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	Conduct the first survey 24 months after the completion of planting or seeding in each area of planting or seeding, and then every 12 months thereafter.

6.4	<p>Areas of planting and seeding must be managed as required to assist the establishment and survival of native plant species.</p> <p>Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by stock (in accordance with item 6.2 above) at strategic times of the year to control weeds to improve biodiversity values. The dates of planting must be recorded in accordance with the record keeping requirements set out in Annexure D.</p>	As required, from the date that planting or seeding areas are established.
6.5	Seeds and plants used for planting and seeding must be obtained from locally collected provenances, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change).	As required (from commencement date if relevant to prepare for future planting).

6.6 Planting schedule at the biobank site

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing (months or Year)
Canopy					
Grey Box	<i>Eucalyptus moluccana</i>	MZ3	MZ3: 12	Tubestock/hiko cell and as per item 6.1	March-April, Sept-Nov
Forest Red Gum	<i>Eucalyptus tereticornis</i>				
Grey Gum	<i>Eucalyptus punctata</i>				
Shrubs					
Sydney Green Wattle	<i>Acacia decurrens</i>	M2 and MZ3	MZ2: 10 MZ3: 4	Tubestock/hiko cell and as per item 6.1	March-April, Sept-Nov
Hickory Wattle	<i>Acacia implexa</i>	M2 and MZ3	MZ2: 10 MZ3: 4	As above	As above
Bitter Pea	<i>Daviesia ulicifolia</i>	M2 and MZ3	MZ2: 10 MZ3: 4	As above	As above
Cherry Ballart	<i>Exocarpos cupressiformis</i>	M2 and MZ3	MZ2: 10 MZ3: 4	As above	As above
Rough Guinea Flower	<i>Hibbertia aspera</i>	M2 and MZ3	MZ2: 8 MZ3: 3	As above	As above
Large Mock-olive	<i>Notelaea longifolia</i>	M2 and MZ3	MZ2: 8 MZ3: 3	As above	As above
Narrow-leaved Geebung	<i>Persoonia linearis</i>	M2 and MZ3	MZ2: 8 MZ3: 3	As above	As above

Parramatta Green Wattle	<i>Acacia parramattensis</i>	M2	MZ2: 10	As above	As above
Black She-oak	<i>Allocasuarina littoralis</i>	M2	MZ2: 10	As above	As above
	<i>Bossiaea prostrata</i>	M2	MZ2: 8	As above	As above
Coffee Bush	<i>Breynia oblongifolia</i>	M2	MZ2: 8	As above	As above
Large-leaf Hop-bush	<i>Dodonaea triquetra</i>	M2	MZ2: 8	As above	As above
Tick Bush	<i>Kunzea ambigua</i>	M2	MZ2: 8	As above	As above
Prickly Beard-heath	<i>Leucopogon juniperinus</i>	M2	MZ2: 8	As above	As above
Slender Rice Flower	<i>Pimelea linifolia</i>	M2	MZ2: 8	As above	As above
Item 7	Retention of dead timber			Timing	
7.1	<p>Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site except for the personal (non-commercial) use by the landowner for firewood for one dwelling only or for repair of fencing (not for construction of fencing).</p> <p>Dead timber used for fencing repair must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of dead timber collected from the biobank site for use in fencing, the location that that dead timber was collected from and the date it was collected (month, year).</p> <p>Specific requirements:</p> <p>No dead timber to be used for firewood or repair of fencing</p>			NA	
7.2	<p>Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> Logs will be introduced into MZ1, MZ2 and MZ3 as shown in Property Management Action map dated 12/12/18 and will be undertaken progressively as timber becomes available from nearby development sites in years 2-3. 			When required but not required before the first payment date.	

	<ul style="list-style-type: none"> Acceptable logs will consist of pieces at least 25 cm in diameter and no shorter than 1 m long. Timber will be randomly distributed throughout these zones as isolated pieces or small piles to achieve >25-<50% of the benchmark i.e. up to 150 m/ ha in VZ1/MZZ1, 215m in VZ2/MZ2 and 65m in VZ3/MZ3 	
Item 8	Erosion control	Timing
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p>	Commencing from first payment date.
Item 9	Retention of rocks	Timing
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	Rocks from outside the site may be placed on the biobank site to improve habitat for threatened species. Rocks, once placed on the biobank site, are subject to item 9.1 above. The landowner must make and retain records of the location of the rocks placed on the site and the date the rocks were brought onto the site in accordance with the record keeping requirements.	When required but not required before the first payment date.

Section 2: Additional management actions

Additional management actions		
Item 10	Control of feral and overabundant native herbivores - rabbits	Timing
10.1	<p>The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Chief Executive under item 10.2 below) ('the feral and overabundant native herbivores management plan'). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Ongoing from first payment date.
10.2	<p>The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the feral or overabundant native herbivore/s • consideration of relevant current DPIE and other pest management programs and methods • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect 	Ongoing from first payment date.

	<p>biodiversity values on the biobank site</p> <ul style="list-style-type: none"> • additional control actions to destroy or remove any new feral and overabundant native herbivore pest species that occur on site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the feral and overabundant native herbivores management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
Item 11	Vertebrate pest management – foxes	Timing
11.1	<p>The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Chief Executive under item 11.2 below) (‘the vertebrate pest management plan’). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
11.2	<p>The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats • consideration of relevant current DPIE and other pest management programs • the method/s of vertebrate pest control in each management zone determined in accordance with best management practice • the frequency and timing of vertebrate pest control actions in each management zone • methods for monitoring the success of vertebrate pest control actions 	Ongoing from first payment date.

	<ul style="list-style-type: none"> • a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site • additional vertebrate pest control actions to destroy or remove any new vertebrate pest species that occur on-site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary. 	
Item 12	Nutrient control	Timing
12.1	Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.	Ongoing from commencement date.
Item 13	Control of exotic fish species	Timing
13.1	N/A	N/A
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	N/A	N/A
14.2	N/A	N/A
14.3	Artificial structures such as dams or levee banks that impede the natural flow regimes on the biobank site must not be constructed unless approved by the Chief Executive in writing for the purpose of restoring natural flows.	Ongoing from commencement date.

Section 3: Standard management plans

Weed management plan				
<p>The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.</p> <p>The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.</p> <p>The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.</p>				
Weed types				
Weed	Common name of target weed	Scientific name of target weed	Description of infestation (e.g. intensity (% cover) & location within zone)	Management zone/s
A	African Boxthorn	<i>Lycium ferocissimum</i>	Low infestation throughout zones	MZ2, MZ3
B	Scarlet Pimpernel	<i>Lysimachia arvensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
C	Bearded Oats	<i>Avena barbata</i>	Localised presence amongst mix of herbaceous and grass weeds	MZ2
D	Quaking Grass	<i>Briza maxima</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
E	Shivery Grass	<i>Briza minor</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
F	Flaxleaf Fleabane	<i>Conyza bonariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
G		<i>Crassula</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
H	Panic Veldtgrass	<i>Ehrharta erecta</i>	Sparse to heavy presence amongst mix of herbaceous and grass weeds	MZ1
I	Catsear	<i>Hypochaeris radicata</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
J		<i>Lepidium bonariense</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
K	Common Olive	<i>Olea europaea</i>	Localised infestation	MZ2, MZ3

L	Common Prickly Pear	<i>Opuntia stricta</i>	Localised infestation	MZ1
M	Chilean Whitlow Wort	<i>Paronychia brasiliiana</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
N	Paspalum	<i>Paspalum dilatatum</i>	Sparse to heavy presence amongst mix of herbaceous and grass weeds	MZ2. MZ3
O	Plantain	<i>Plantago lanceolata</i>	Sparse to heavy presence amongst mix of herbaceous and grass weeds	All zones
P	Winter Grass	<i>Poa annua</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
Q	Blackberry	<i>Rubus fruticosus</i> sp. <i>aggregata</i>	Localised infestation	MZ3
R	Fireweed	<i>Senecio madagascariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3
S		<i>Setaria</i> spp.	Sparse to localised heavy presence amongst mix of herbaceous and grass weeds	MZ2, MZ3
T	Paddy's Lucerne	<i>Sida rhombifolia</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2
U	Black-berry Nightshade	<i>Solanum nigrum</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2

Methods of weed control

Management zone/s	Weeds	Method of weed control	Frequency (months or Year)
All	All	<p>All weed control activities will be undertaken by, or under the direct supervision of, an appropriately qualified bush regenerator. The bush regenerator contractor must:</p> <ul style="list-style-type: none"> Provide established Workplace Health & Safety and Environmental Management Systems. Preferably the company has third-party accredited systems in place. Demonstrate implementation of safe workplace and appropriate environmental management practices and procedures (e.g. appropriate transport and management of herbicides). Provide site supervisor(s) with minimum qualifications and experience of Certificate III Conservation & Land Management and one year full-time equivalent experience as a trained bush regenerator. <p>All herbicide usage, including storage and transport, to be in accordance with the <i>NSW Pesticides Act 1999</i>, <i>WorkCover NSW (2006)</i> and all other relevant legislation.</p>	Ongoing, from the first payment date

All zones	Woody weeds and soft wooded perennial species	<ol style="list-style-type: none"> 1. Primary treatment (splatter gun, tritter, cut and paint, and drill and fill) as required. 2. Secondary treatment (cut and paint, spot spray) as required. 3. Maintenance- Spot-spray and hand removal as required. 4. Works in accordance with annual Weed Mgt Plan prepared by an experienced bush regenerator Years 1-5 <p>Mature specimens: Cut and Paint or Stem Injection/Frilling techniques:</p> <p>Stem Injection/Frilling: Make downward holes at a 45° angle about 5cm apart into the sapwood (light coloured) of the trunk using a cordless drill, chisel, hatchet etc. Pour undiluted Glyphosate-based herbicide (360 g/L) into the holes using an applicator bottle, drench gun and backpack etc</p> <p>Cut woody stem (with secateurs, loppers, pruning saw etc) flat and close to ground level and apply undiluted herbicide bio-active Glyphosate based herbicide (360 g/L) within a few seconds to the sapwood (light coloured) using an applicator bottle or brush.</p> <p>Smaller and isolated woody weed species: Manual Removal technique:</p> <p>Hand pull from base of plant to remove all roots from the soil using a trowel to assist if required for long tap roots</p> <p>Dense seedlings: Herbicide Spray technique:</p> <p>Apply APVMA approved herbicide (for the target species) as per the labels concentration and application rate. To maximise effectiveness of spraying, timing is essential, taking into account "window of opportunity" i.e. prior to propagule manufacture, and regular follow-up within the regermination of weed seed within soil.</p> <p>Performance targets</p> <ol style="list-style-type: none"> 1. Woody weeds reduced to maintenance levels over 90% of site by end year 5 2. Woody weeds reduced to less than 10% cover by end year 10 3. Woody weed infestations are not spreading to adjacent areas. <p>Removed exotic perennial grass cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities, including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within respective management zones will be achieved upon maturation of</p>	<ol style="list-style-type: none"> 1. Years 1-3 (15 sessions per year, 45 person days) throughout the year, but work, especially spraying, should be focused between September and February. 2. Years 4 and beyond (10 sessions per year, 20 person days) throughout the year. Spraying during growing season, approximately September to February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.

		regenerating species. Supplementary revegetation to be considered if necessary	
All zones	Grass Weeds	<ol style="list-style-type: none"> 1. Primary treatment - Spot-spray with a non-selective herbicide and hand removal. 2. Maintenance - Spot-spray and hand removal as required. 3. Works in accordance with annual Weed Mgt Plan prepared by an experienced bush regenerator Years 1-5 <p>Performance targets</p> <ol style="list-style-type: none"> 1. Exotic grass weeds reduced to maintenance levels over 90% of site by end year 5 2. Exotic grass weeds reduced to less than 10% cover by end year 10 3. Exotic perennial grass infestations are not spreading to adjacent areas. <p>Removed exotic perennial grass cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities, including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within respective management zones will be achieved upon maturation of regenerating species. Supplementary revegetation to be considered if necessary</p>	<ol style="list-style-type: none"> 1. Years 1-3 (15 sessions per year, 45 person days) throughout the year, but work, especially spraying, should be focused between September and February. 2. Years 4 and beyond (10 sessions per year, 20 person days) throughout the year. Spraying during growing season, approximately September to February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.
All zones	Herbaceous weeds	<ol style="list-style-type: none"> 1. Primary treatment - Spot-spray with a non-selective herbicide and hand removal. 2. Secondary treatment - Spot-spray as required 3. Maintenance - Spot-spray and hand removal as required. 4. Works in accordance with annual Weed Mgt Plan prepared by an experienced bush regenerator Years 1-5 <p>Performance targets</p> <ol style="list-style-type: none"> 1. Herbaceous weeds reduced to maintenance levels over 90% of site by end year 5 2. Herbaceous weeds reduced to less than 10% cover by end year 10 3. Herbaceous infestations are not spreading to adjacent areas. <p>Removed herbaceous weed cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities, including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within</p>	<ol style="list-style-type: none"> 1. Years 1-3 (15 sessions per year, 45 person days) throughout the year, but work, especially spraying, should be focused between September and February. 2. Years 4 and beyond (10 sessions per year, 20 person days) throughout the year. Spraying during growing season, approximately September to February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.

		respective management zones will be achieved upon maturation of regenerating species. Supplementary revegetation to be considered if necessary	
Native planting required to provide habitat for native species affected by weed control activities			
Management zone	Description of planting required (reference planting schedule at item 6.6)		Timing
N/A	Not applicable given the rate of weed removal and the availability of comparable habitat within and surrounding the site. Additionally, weeding will be staged and planting will take place soon after weed treatment as specified in Item 6.		N/A
Monitoring and inspections of existing and new weeds			
Management zone/s	Weeds	Method of monitoring	Date/s required
All zones	Woody and soft wooded weeds (including African Boxthorn, Common Olive, Prickly Pear and Blackberry)	1. Weeds reduced to maintenance levels over 90% of site 2. Weeds reduced to less than 5% cover	1. By end of Year 5. 2. By end of Year 10 and ongoing.
All zones	Grass weeds (including: Panic Veldgrass, Paspalum, Quaking Grass, Shivery Grass, and Winter Grass)	1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover.	1. By end of Year 5. 2. By end of Year 10 and ongoing.
All zones	Herbaceous weeds (including: Scarlet Pimpernel, Catsear, Fleabane, Fireweed, Paddy's Lucerne, and Plantain)	1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover.	1. By end of Year 5. 2. By end of Year 10 and ongoing.
Other weed management activities (where required)			
Notes:			
The following specifications are to be applied to all native vegetation management and restoration works. They apply to all weed species and all management zones.			
Herbicide usage			
<ul style="list-style-type: none">Herbicide spraying is not to be utilised within bushland areas of diverse / resilient remnant native groundcover.Off-label usage of any herbicide is only to be undertaken in accordance with a permit issued by the Australian Pesticide and Veterinary Medicine Authority (APVMA).Mixing or decanting of herbicides shall not be undertaken within 20m of any natural or built			

drainage line or wetland.

- Herbicide usage to only be undertaken where there is no risk to any waterway or the immediate environment. Accumulation of translocated residual herbicides into waterways during wet periods is to be considered in this context.
- All herbicide usage, including storage and transport, to be in accordance with WorkCover NSW (2006) and all relevant legislation, including NSW *Pesticides Act 1999*.
- Any bush regenerator undertaking herbicide spray applications must hold a current chemicals application training certification to AQF Level 3.
- Any bush regenerator undertaking herbicide spray applications must be highly competent in native and exotic plant identification.
- All herbicide applications to weed species are to avoid off-target damage to emerging or mature native plants.
- Wherever required, all herbicide spray applications should be preceded by detailed preparatory hand weeding around native species.
- Should a herbicide spill occur, incident and spill management procedures shall be immediately implemented. All incidents shall be immediately reported to the Property Manager.

Primary weed removal / Avoidance of over-clearing

- At all times during primary weed control, over-clearing of dense weed patches is to be avoided such that:
 - exposure of soil substrate does not require subsequent additional stabilisation intervention (unless specified).
 - existing native fauna species habitat is not directly impacted upon.
 - suitable alternate native fauna species habitat is available within the surrounding area.
 - the rate of weed removal is commensurate with the rate of native species regeneration.
 - the rate of weed removal is commensurate with the resources available to properly maintain the cleared areas.
 - the rate of weed removal is commensurate with the resources available to satisfactorily manage remaining remnant native vegetation throughout the site.
- Woody weed clearance should be prioritised within and around areas of existing remnant native vegetation, in particular canopy trees.

Secondary and Maintenance weed control

- All secondary and maintenance weed control is to be achieved via a combination of techniques depending upon the area within which works are being undertaken:
 - good bushland / native vegetation areas with dense/diverse native understorey cover: predominately manual removal, cut/scrape and painting as required.
 - native vegetation areas/patches with minimal/sparse native understorey cover: as above, plus careful spot spraying preceded by preparatory hand weeding around native plants / patches where required.
- Within areas of dense native grass / fern cover and growth that require weed maintenance, brush-cutting may be utilised as a vegetation removal method in order to prevent weed seed set, provide better spot-spraying access to target weeds and initiating new weed species growth for more efficacious herbicide spray control:
 - brush-cutting may provide the additional benefit of stimulating native understorey growth, by promoting new growth of brush-cut native species, as well as opening potential regeneration niches for native species within the soil seed bank.
 - soil disturbance resulting from purposeful 'whipping' of the soil during brush-cutting also has the

<p>potential to stimulate native species germination from the soil seed bank.</p> <ul style="list-style-type: none"> • Secondary weed control should aim to establish conditions favourable to native species regeneration, rather than complete control and suppression of all weed species. • In general, use of herbicides should be minimised at all times. • Maintenance weed control works are to be undertaken during regular sweeps of the site. • At all times priority is to be given to the consolidation and expansion of native species patches and minimisation of weed seed set. <p><u>Soil borne pathogen control</u></p> <ul style="list-style-type: none"> • All contractors are to follow hygiene protocols specified within the Sydney Botanic Gardens Trust <i>Best Practice Management Guidelines for Phytophthora cinnamomi within the Sydney Metropolitan Catchment Management Authority Area</i> (2008). • No foreign soil should be imported into bushland within the Project Area. <p><u>Green waste disposal</u></p> <ul style="list-style-type: none"> • All removed propagative weed material should be bagged, removed from site and disposed of at a registered green waste facility, or managed on site in a manner that destroys weed propagules and/or prevents their dispersal. • Non-propagative removed weed material may be piled within bushland areas provided that piles: <ul style="list-style-type: none"> - are discrete. - do not smother areas of diverse native bushland understorey or areas of potentially high native species resilience. <p>Weed piles should be established within areas that are scheduled to be burnt.</p> <p>Unless otherwise specified, all herbicide used should be a non-specific herbicide formulated for use around water (e.g. Roundup Biactive®)</p> <p>All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any weed management, they must be replaced.</p> <p>Zones are as per Management Zone map dated 12/12/18.</p>

Template for reporting of monitoring activities		
Management zone/s	Date	Observations and assessment of monitoring This table must include the information for each zone (or groups of zones) which is described in the table titled 'monitoring and inspections of existing and new weeds'.

Diary template for weed control management			
Date	Management zone/s	Description and type of activity undertaken (e.g. weed control, observation)	Minor variations (details and reasons)

Fire for conservation management plan

The plan includes information on all known previous fire events in the 'Fire history' table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (RFA) 1997* to ensure the minimum frequencies between ecological burns.

The landowner must carry out ecological burns for each management zone according to the method and frequency described (as informed by the history and requirements sections and in accordance with Section 3 of this annexure). These actions are set out in the 'Ecological burning actions table'. Monitoring and inspections (set out in the 'Fire management monitoring' table) as described must also be implemented. The landowner must also carry out the actions listed in the 'Other fire management activities' table.

The table titled 'Template of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled 'Diary template for fire management activities' to record the management actions undertaken or observations made, including any minor variations.

Fire history for previous 20 years (or longer if known)

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s
N/A	Evidence of fire in previous 20 years	MZ1 and 2

Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
<i>Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion (Shale Sandstone Transition Forest)</i>	Avoid fires at intervals less than five years. Avoid fire exclusion greater than 50 years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

Ecological burning actions

Management zone/s	Actions	Supervision & extinguishing	Time of year for	Frequency (years)
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		techniques	burning	
All zones	<p>Ecological burns should be carried out at an interval of five to 40 years with the majority of cycles within five to 25 years.</p> <p>Some intervals at the higher end of this range (i.e. greater than 25 years) are desirable.</p> <p>Crown fires should not occur at the lower end of this range</p> <p>Burns within each zone should be in a 'mosaic' pattern.</p> <p>Indicative single burn unit, burnt approx. every 7 years (subject to seasonal ability to conduct burns and any wildfire events, resulting in an average 28-year frequency (refer to Ecological Burns map dated 12/12/2018).</p> <p>Burns to begin in Year 15.</p>	<p>Suitably experienced organisations such as the Rural Fire Service to be engaged to supervise preparation of burn area, undertake burn and extinguish.</p> <p>Extinguishing techniques as applicable which may include containment lines comprising of exiting management trails, back burned areas or wet lines.</p> <p>Management trails shown in the Property Management Actions Map dated 12/12//2018 to be maintained to required standards</p>	July - October	<p>From first payment date, with first burn to occur in Year 15 (Burn Unit A), year 22 (Burn Unit B, Year 29 Burnt Unit C etc.</p> <p>If a wildfire or hazard reduction burn occurs, any subsequent planned burn may only be undertaken in that area after five years from the date of the preceding fire.</p>
Methods for monitoring the outcomes of ecological burns				
Management zone/s	Method of monitoring			Date/s required
All zones	<p>Recording the date and intensity of fire, area burnt during fire, any canopy scorched and percentage of leaf litter remaining.</p> <p>Visual monitoring of all zones is required to be undertaken by an appropriately qualified bush regenerator. The monitoring is to provide:</p> <ul style="list-style-type: none">• A general description of the vegetation structure and species composition within the zone,• An interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone, and• A recommendation on the timing and location for future planned ecological burns within the zone (or for other zones).• Also, a written and photographic report for plots relating to plant species and cover abundance starting 12 months post fire. <p>The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'.</p>			<p>After each ecological burn event or other fire event (planned or wildfire).</p>
Other fire management activities (where required)				
<p>All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any ecological burns, they must be replaced.</p>				
<p>Existing vegetation of the site is as per Vegetation Zone map dated 12/12/18.</p>				

Template for reporting of monitoring activities		
Management zones	Date	Observations and assessment of monitoring

Diary template for fire management activities			
Date	Management zone/s	Description of activity undertaken or observation made	Minor variations (details and reasons)

Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores			
<p>The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by DPIE and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.</p> <p>The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.</p> <p>Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.</p> <p>The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.</p>			
Feral and overabundant native herbivores			
Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Rabbits <i>Oryctolagus cuniculus</i>	Evidence of low infestation, likely to be present in all zones.	All zones
Methods considered			
Feral type	Name and description of program or method	Describe suitability	
A	Pindone poison baits.	Effective means of controlling rabbits.	
A	Warren destruction and burrow fumigation.	Appropriate where active warrens identified.	
Methods of control			
Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Warren destruction as necessary. Can take place regardless of timing of rabbit control undertaken.	As required.
Monitoring and inspections			
Management	Feral	Method of monitoring	Date/s

zone/s	type/s		required
All	A	<p>The monitoring is to comprise a regular walk over of the site (at least once every six months) and a visual estimate of the level of grazing, browsing and/or burrowing impacts. The level of impact is to be recorded as negligible, minimal, moderate or high.</p> <p>The monitoring is to also include recording the number and location of any tracks, traces or sightings of foxes and/or cats. This information is to be used in the vertebrate pest management plan to inform the methods of control listed in that plan.</p>	Every six months from Year 1.

Other management activities (where required)

Plot marker posts are to be maintained or replaced where feral or overabundant native herbivores may have interfered with or damaged posts.

Template for reporting of monitoring activities

Management zone/s	Date	Current level of impact on vegetation This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for feral and overabundant herbivore management

Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the feral and overabundant herbivores targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by DPIE and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table.

The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table. The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
A	Fox	Foxes were observed during vegetation surveys, likely to be utilising the site and occasionally constructing dens as part of a larger home range.	All

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Baiting (in conjunction with broader control programs), and den fumigation (as required).	For such a small biobank site, baiting is not considered effective. Baiting at the landscape scale is required to more appropriately manage vertebrate pests.

Methods of control

Management zone/s	Pest type	Method of control	Frequency and timing
All	A	Baiting (in conjunction with broader control programs), and den fumigation (as required).	As required but only with permission obtained to bait (as within 500 m of residential areas)

Monitoring and inspections of existing and new vertebrate pests			
Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	A	<p>Monitoring of vertebrate pest activity is to comprise regular nocturnal walkovers (at least once every three months) of the site to determine levels of activity. The level of activity is to be recorded as negligible, minimal, moderate or high.</p> <p>Monitoring is also to include the number, date and location of any deceased animals, dens destroyed or baits taken.</p> <p>The monitoring will also include recording the number and location of any tracks, traces or sightings of feral or overabundant native herbivores. This information is to be used in the feral or overabundant native herbivore pest management plan to inform the methods of control listed in that plan.</p>	Every three months from Year 1.
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where vertebrate pests may have interfered with or damaged posts.			

Template for reporting of monitoring activities			
Management zone/s	Date	Current level of impact on vegetation or threatened fauna species <small>This column must record impact as Negligible, Minimal, Moderate or High</small>	Observations and assessment of monitoring

Diary template for vertebrate pest management			
Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the vertebrate pests targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Annexure D: Monitoring, reporting and record keeping requirements

This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on the map entitled "*Photo points (dated 12/12/2018)*" in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: GDA94 MGA Zone 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
DZ01	295954	6222055	280
DZ02	296011	6221999	190
DZ03	295974	62217766	280
DZ04	295885	6221747	100
DZ05	295912	6221952	60

- 1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	B. Interval
The percentage of ground cover present on the biobank site for the purposes of item 1.1 of Section 1 of Annexure C.	Every 12 months
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months

Physical condition of fencing and gates to determine whether they are maintained to a standard that can: <ul style="list-style-type: none"> • control the movement of stock if required under item 1 in Section 1 of Annexure C • control human disturbance if required under item 4 in Section 1 of Annexure C • control the movement of feral and overabundant native herbivores if required under item 10 of Section 2 • control vertebrate pests if required under item 11 of Section 2 	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

2 Reporting requirements – annual report

- 2.1 The landowner must complete and submit to the Chief Executive Officer for approval an annual report using the annual reporting template provided in this Annexure or, if the Chief Executive Officer has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Chief Executive Officer from time to time and supplied to the landowner.
- 2.2 An annual report must be prepared for each reporting period. A reporting period means:
- 2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months
- 2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.
- The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.
- 2.3 The annual report for the report period must be supplied to the Chief Executive Officer by registered post or by such other means as is agreed with the Chief Executive Officer not later than 30 days after the end of each reporting period.
- 2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.
- 2.5 The annual report must:

- 2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C
- 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
- 2.5.3 include the photographs taken at the photo points listed in Annexure D
- 2.5.4 include any other information required in the annual reporting template.

Annual reporting template

Biobank site annual report							
Location details							
Biobanking agreement ID:		Name of landowner/s:					
Reporting date:		Property address:					
Records of management actions undertaken							
Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including where undertaken (including reference to management zones), any variations and the reasons for variation)	Visual observations and other comments (including reasons for non-completion)		
1 Management of grazing for conservation							
2 Weed control							
3 Management of fire for conservation							
4 Management of human disturbance							
5 Retention of native vegetation							
6 Planting or seeding							
7 Retention of dead timber							
8 Erosion control							

Biodiversity Banking and Offsets Scheme

Biobanking agreement

ID number BA490

9	Retention of rocks					
10	Control of feral and overabundant native herbivores					
11	Vertebrate pest management					
12	Nutrient control					
13	Control of exotic fish species					
14	Maintenance or reintroduction of natural flow regimes					
Incident or event that has adverse effect on biodiversity values on biobank site						
Incident or event including adverse impacts (e.g. natural events)				Action taken and proposed recommended actions		
Records submitted with this report						
<input type="checkbox"/> Photographs taken at the photo points set in the biobanking agreement.						
<input type="checkbox"/> Results of the inspections required to be conducted in item 1.3 of Annexure D to the biobanking agreement.						
<input type="checkbox"/> Results of any monitoring, inspections or surveys required in Annexures C and D to the biobanking agreement.						
Signature and certification						

<p>I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement.</p> <p>Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.</p>	
Signed	Signed
Date	Date

I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement.

Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.

Signed

Signed

Date _____

Date _____

3 Record keeping requirements

- 3.1 The following written records and photographs must be created and retained by the landowner:
- 3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken
 - 3.1.2 for a management action which is permitted to be carried out only in accordance with the Secretary's consent or approval, a copy of that consent or approval
 - 3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Secretary, a copy of the Secretary's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C
 - 3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations
 - 3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs
 - 3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
 - 3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement
 - 3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse effect on the biodiversity values of the biobank site.
- 3.2 The landowner must retain a copy of each annual report.
- 3.3 All records required to be kept by this agreement must be:
- 3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);
 - 3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and
- Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.
- 3.3.3 produced to any authorised officer on request by an authorised officer.

Annexure E: Payment schedule

Note:

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income for management actions meets or exceeds \$75,000 (or \$150,000 for a non-profit organisation) you are required to register for GST.

'Enterprise' has a broad definition and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case, do not indicate an ABN in item 1.1 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

1 Agreement to issue recipient created tax invoices

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number 39 614 296 294).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for the supplies.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

- 2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.
- 2.2 The first year of the payment timing, as set out in the payment schedules, commences from the first payment date.

2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.

2.4 Each amount is listed in the present value and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the management payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the management payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

$$\frac{A \times B}{C}$$

Where:

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index

A is the dollar value (\$) of the management payment amounts as set out in the payment schedules prior to indexation by CPI

B is the most recent June Quarter CPI published prior to the date that payment is due to be made

C is the CPI for the June Quarter published immediately prior to the commencement date

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	Amount
At the beginning of the first year	\$36,300
At the beginning of the second year	\$39,980
At the beginning of the third year	\$39,137
At the beginning of the fourth year	\$28,050
At the beginning of the fifth year	\$22,550
At the beginning of the sixth year	\$19,800
At the beginning of the seventh year	\$18,150
At the beginning of the eighth year	\$18,150
At the beginning of the ninth year	\$30,800
At the beginning of the tenth year	\$20,900
At the beginning of the eleventh year	\$15,950

At the beginning of the twelfth year	\$17,600
At the beginning of the thirteenth year	\$15,950
At the beginning of the fourteenth year	\$26,950
At the beginning of the fifteenth year	\$33,000
At the beginning of the sixteenth year	\$15,950
At the beginning of the seventeenth year	\$15,950
At the beginning of the eighteenth year	\$17,600
At the beginning of the nineteenth year	\$26,950
At the beginning of the twentieth year	\$18,700
At the beginning of each following year	Amount equal to the sum of the in-perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)		
Description of ongoing management action	Frequency	Amount (\$)
Boundary fence maintenance	The twenty first year and every 3 years there after	1,500
Preparation and approval for Ecological burns (and pre burn threatened flora survey)	The twenty second year and every 7 years there after	1,500
Implementation of Ecological burns (4 Burn Units A, B, C and D) Burn 50% of each section every 7 years = 14 yr frequency	The twenty second year and every 7 years there after	10,000
Maintenance/Replacement of Council Signs	The twenty fourth year and every 5 years there after	10,000
Maintenance Weed Control	The twenty first year and every year there after	8,000
Manage Human Disturbance (rubbish removal, neighbour relations, security etc).	The twenty first year and every year there after	2,500
Control of feral herbivores (rabbits) if/as required	The twenty first year and	250

	every year there after	
Fox control (Den destruction as required)	The twenty first year and every year there after	250
Periodic review of Management Plans	The twenty fifth year and every 5 years there after	2,500
Annual reporting	The twenty first year and every year there after	2,500
Business Management expenses	The twenty first year and every year there after	1,000
Annual reporting fee (payable to BCT)	The twenty first year and every year thereafter	1,575
Total present value of payments after 20 years (incl. GST)	\$313,375	
Total present value of payments after 20 years (excl. GST)	\$284,886	

3 Nominated bank account

- 3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 ('**Nominated Bank Account**').
- 3.2 The landowner must provide the Fund Manager with details in writing of the nominated bank account within 14 days of the commencement date.
- 3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.
- 3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the nominated bank account. This notice must include new bank account information and the written consent of all owners of the biobank site.

4 Annual contribution

- 4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.
- 4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.

- 4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister may waive the annual contribution where:
- 4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or
 - 4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.



Australian Government

Department of the Environment and Energy

Mark Anderson
Senior Development Manager, Communities
Level 2, 88 Phillip Street
PO Box 4, Parramatta NSW 2150

EPBC 2015/7599, Mt Gilead residential development, NSW: Mount Gilead Koala Management Plan and Mount Gilead Construction Environmental Management Plan

Dear Mr Anderson

Thank you for submitting the above plans for approval in accordance with the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

Officers of the Department have advised me on the plans and on the requirements of the EPBC Act conditions of approval. On this basis, and as a delegate of the Minister for the Environment, I have decided to approve:

- the *Mount Gilead Koala Management Plan, Version 5, dated 21 November 2019*, in accordance Condition 7 of the EPBC Act approval for EPBC 2015/7599; and
- the *Mount Gilead Construction Environmental Management Plan, Version 5, dated 21 November 2019*, in accordance Condition 8 of the EPBC Act approval for EPBC 2015/7599.

The approved plans must now be implemented.

If you wish to vary the approved *Mount Gilead Koala Management Plan*, you must submit for the Minister's approval a revised version of the plan, in accordance with the requirements of section 143A of the EPBC Act.

If you wish to vary the approved *Mount Gilead Construction Environmental Management Plan*, you must either:

- submit for the Minister's approval a revised version of the plan in accordance with the requirements of section 143A of the EPBC Act; or
- if you consider that implementing the revised *Mount Gilead Construction Environmental Management Plan* would not be likely to result in a new or increased impact, notify the Department in writing of the revision to the approved plan, in accordance with requirements set out in condition 24 of the approval.

Should you require any further information please contact Tony Dowd on (02) 6274 1769 or postapproval@environment.gov.au

Yours sincerely

Declan O'Connor-Cox, Acting Assistant Secretary,
Environment Approvals Division

12/12/2019



19 January 2021

Louise Vickery
Assistant Secretary
Environmental Approvals and Wildlife Trade Branch
Environment Approval Division
Department of Agriculture, Water & Environment

Attention: Post Approvals Team

Notice of Commencement of Action (Stage 1) under EPBC Approval 2015/7599

I am writing pursuant to condition number 11 of EPBC Decision Notice 2015/7599 granted on 21 December 2018. We advise that actions approved under the approval commenced within stage 1 of the action area on 13 January 2021.

We propose a reporting date for annual compliance reporting of 13 January, with reports to be published within 60 business days.

Should you have any queries please contact me on 0419 148 853 or mark.anderson@lendlease.com

Regards,

A handwritten signature in black ink, consisting of a large loop followed by a horizontal line that tapers off to the right.

Mark Anderson
Senior Development Manager

A stylized topographic map with contour lines in shades of green and grey, located on the left side of the page.

Mount Gilead Residential Development

Koala Management Plan – Revision 1

Lendlease Communities (Mt Gilead) Pty Ltd



DOCUMENT TRACKING

Project Name	Mount Gilead Koala Management Plan
Project Number	19SYD 12605
Project Manager	Robert Humphries
Prepared by	Kirsten Velthuis
Reviewed by	Robert Humphries
Approved by	Robert Humphries
Status	Draft
Version Number	V6
Last saved on	28 April 2023

This report should be cited as 'Eco Logical Australia 2023. *Mount Gilead Residential Development – Koala Management Plan*. Revision 1 Prepared for Lendlease Communities (Mt Gilead) Pty Ltd.'

ACKNOWLEDGEMENTS

This document has been prepared by Eco Logical Australia Pty Ltd

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Template 2.8.1

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Abbreviations

Abbreviation	Description
Action	Means construction of a residential development including water and sewerage infrastructure, roads and open space recreation areas as defined in EPBC decision 2015/7599
Action area	The areas marked as ‘development area’ in Figure 1 of this report
Approval Holder	Lendlease Communities (Mt Gilead) Pty Ltd
APZ	Asset Protection Zone
BC Act	NSW <i>Biodiversity Conservation Act 2016</i>
Biocertification	Biodiversity Certification
BMDB	Bell Miner Die Back
CAR	Corrective Action Report
CCC	Campbelltown City Council
CEEC	Critically Endangered Ecological Community
CEMP	Construction Environmental Management Plan
CPW	Cumberland Plain Woodland
Dbh	Diameter at breast height
DEWHA	former Commonwealth Department of the Environment, Water, Heritage and Arts (now DCCEEW)
DotE	former Commonwealth Department of the Environment (now DCCEEW)
DotEE	former Commonwealth Department of the Environment and Energy (now DCCEEW)
EEC	endangered ecological community
ELA	Eco Logical Australia
EMP	Environmental Management Plan
EP&A Act	NSW <i>Environmental Planning and Assessment Act 1979</i>
EPBC Act	Commonwealth <i>Environment Protection & Biodiversity Conservation Act 1999</i>
KMP	Koala Management Plan
Lendlease	Lendlease Communities (Mt Gilead) Pty Ltd
LGA	Local Government Area
MDP	Metropolitan Development Program
MNES	Matters of National Environmental Significance
OEH	Office of the Environment and Heritage
RFEF	River-Flat Eucalypt Forest
SEPP	State Environmental Planning Policy
SSTF	Shale Sandstone Transition Forest
Study area	The area outlined in Figure 1 of this report
SWMS	Safe Work Method Statement
TPZ	Tree Protection Zone

Declaration of Accuracy

I declare that:

1. To the best of my knowledge, all the information contained in, or accompanying this Management Plan (*Mount Gilead Residential Development Construction Environmental Management Plan EPBC 2015/7599*) is complete, current and correct.
2. I am duly authorised to sign this declaration on behalf of the approval holder.
3. I am aware that:
 - a. Section 490 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act) makes it an offence for an approval holder to provide information in response to an approval condition where the person is reckless as to whether the information is false or misleading.
 - b. Section 491 of the EPBC Act makes it an offence for a person to provide information or documents to specified persons who are known by the person to be performing a duty or carrying out a function under the EPBC Act or the *Environment Protection and Biodiversity Conservation Regulations 2000* (Cth) where the person knows the information or document is false or misleading.
 - c. The above offences are punishable on conviction by imprisonment, a fine or both.

Signed



Full name

Robert Keir Humphries, Eco Logical Australia Pty Ltd



Full name

Mark Iain Anderson, Lendlease Communities (Mt Gilead) Pty Ltd

Report Version: Eco Logical Australia 2023. *Koala Management Plan – Revision 1*. Prepared for Lendlease Communities (Mt Gilead) Pty Ltd. Version 6, dated 28/04/2023.

1. Introduction

Eco Logical Australia (ELA) has been commissioned by Lendlease Communities (Mount Gilead) Pty Ltd (Lendlease) to prepare an update to the Koala Management Plan (KMP) for the Mount Gilead Residential Development at Gilead, NSW, hereafter called ‘the development’.

The Mount Gilead development is located within the Campbelltown City Council (CCC) Local Government Area (LGA) approximately 5 km south of Campbelltown City centre on the following lots, Lots 2, 3, 4 and 5 DP 1240836, Lots 10, 11 and 12 DP 1261146 and Part Lot 2 DP1218887 (formally Lot 61 DP 752042, and Lots 1, 2, 3, 4 and 5 DP 1240836).

1.1 Planning and approval background

In 2015, Lendlease proposed a residential development of approximately 1,700 lots at Gilead (**Figure 1**). The proposal (EPBC 2015/7599) was referred to the Department of the Environment and Energy (DotEE) in October 2015 and was determined to be a Controlled Action in relation to Matters of National Environmental Significance, (MNES) including for impacts to the vulnerable Koala and its habitat.

Accordingly, a Preliminary Documentation Environmental Assessment Report was submitted and was placed on public exhibition between 20 December 2017 and 2 February 2018. Following updates to the report to reflect responses to public submissions in August 2018, DotEE granted approval on 21 December 2018 (**Appendix A**) with Conditions of Approval 5 and 7 relating to the Koala, specifically.

A KMP was prepared and submitted for review to DotEE on 9 July 2019. The KMP was approved by the then DotEE on 12/12/2019 (**Appendix B**).

The KMP has been revised to include additional mitigation measures proposed to be implemented in addition to the mitigation measure contained in the original KMP.

Table 1: Conditions of the EPBC 2015/7599 approval

Condition	Condition Requirement	Where addressed in this KMP?
5	To compensate for impacts on Koala, the approval holder must acquire and retire no less than 150 Biodiversity credits for the Koala from the Appin West Offset Area (Biobank site ID 215) prior to the commencement of the action.	<p>Lendlease has acquired 150 Koala credits from the Appin West Biobank site (BB ID 215) in the Appin West Offset Area. These credits equate to the permanent protection of 21.13 ha of Koala habitat representing the Campbelltown-Wollondilly Koala population.</p> <p>These credits were retired on 15 October 2019 and the DoTEE were notified on 30 October 2019 (Appendix C).</p> <p>In addition to these credit retirements, Lendlease has retired an additional 284 Koala credits from two biobank sites that have been registered within the development study area (equivalent to 22.25 ha of Koala habitat) and 151 credits (equivalent to 21.27 ha of Koala habitat) from the Noorumba Reserve Biobank site which is adjacent to the action area (Appendix C).</p>

Condition	Condition Requirement	Where addressed in this KMP?
		The credits retired from these biobank sites will permanently protect and manage 64.65 ha of Koala habitat.
7	Prior to the commencement of the action, the approval holder must prepare and implement a KMP for the proposed 'action area'.	A draft of this report was submitted to the DoTEE for review on 9 July 2019.
7	The KMP must include provisions for the approval holder to contribute at least \$50,000 each year for 5 years to fund activities outlined in the plan.	Table 4

1.2 Objectives of the KMP

A KMP was prepared in November 2019 to meet the requirements of Condition 7 of the Environment Protection and Biodiversity Conservation (EPBC) Act approval EPBC 2015/7599 (see **Appendix A**). That KMP was approved by the then DoTEE (now Department of Climate Change, Energy, the Environment and Water (DCECEEW)) on 12 December 2019 (**Appendix B**).

The purpose of this revised KMP is to:

- include additional mitigation measures proposed to be implemented in addition to the mitigation measure contained in the original KMP.

1.3 Application

The Mount Gilead 'Study Area' (**Figure 1**) consists of:

- Conservation Areas (two registered and one proposed Biobank sites)
- Retained Land (Rural Land and Open Space)
- The Development Area.

This KMP applies to the construction and operation of the development within the areas marked as 'Development Area' in **Figure 1**.

1.4 Outline of the KMP

This KMP sets out:

- A description of the action area;
- a summary of research on the Koala in relation to the action area;
- potential impacts of the development on the Koala;
- Koala management actions during the following phases of the development:
 - Design;
 - Construction; and
 - Operation
- training, education and awareness;
- hold points;
- monitoring.

2. Development area description

The development area (**Figure 1**) covers a total area of approximately 210 hectares of zoned urban development located within a semi-urban area. The site has historically been used for agricultural purposes and contains cleared paddocks with improved pastures. Pockets of residual vegetation are located along drainage lines and steeper slopes. The site comprises remnant and degraded native vegetation and exotic pastures.

The development area consists of residential development with approximately 1,700 lots. It also includes the development of:

- Recreation and active Open Space areas, with some landscaping consistent with local native vegetation;
- Services, including water, sewer and electricity infrastructure;
- A street network of roads, access ways and parking;
- Bushfire Asset Protection Zones (APZ);
- Detention basins to capture and treat run-off water captured by road curbs and gutters;
- Protection and maintenance of existing riparian corridors and rural areas.

The construction phase commenced in 2019 and is forecast to be completed in 2026.

Figure 2 shows the extent of koala habitat within the action area and which habitat areas have been approved for clearing and which comprise 'retained' habitat areas (rural land and Biobank sites or offset areas).



Figure 1: Approved Development are as per EPBC Act decision 2015/7599 dated 21 December 2018

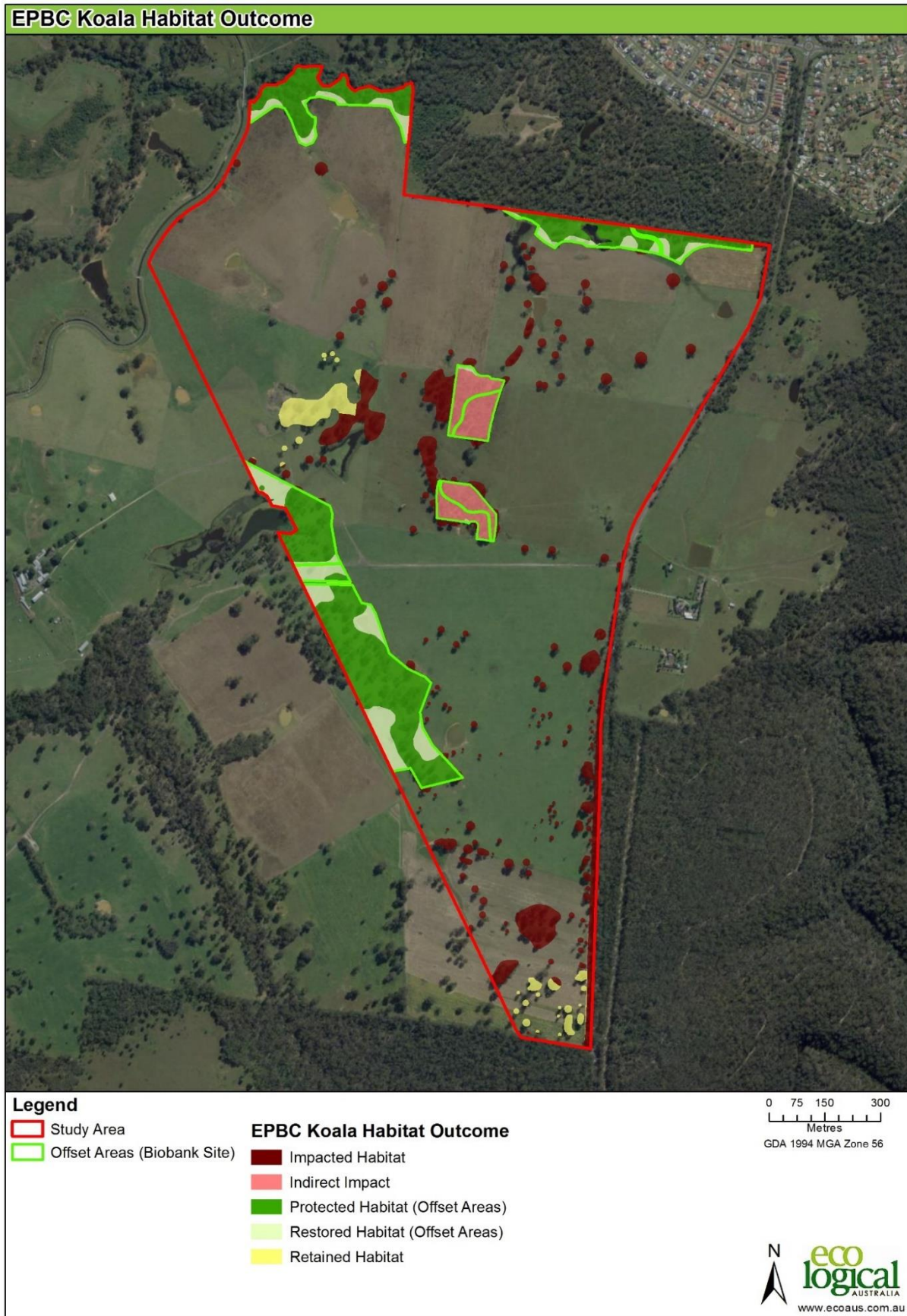


Figure 2: Impacted and protected Koala habitat as per EPBC Act decision 2015/7599 dated 21 December 2018

3. Koalas in the Study Area

3.1 Distribution

Numerous surveys and studies have been undertaken within and around the Study Area and Action Area which contain information relating to the Koala, including the:

- Mt Gilead MDP Land Rezoning Ecological Assessment (ELA 2014);
- Mt Gilead MDP land Biodiversity Certification Assessment Report and Biocertification Strategy (ELA 2018a);
- South Campbelltown Koala Habitat Connectivity Study (Biolink 2018a);
- The revised Comprehensive Koala Plan of Management (CKPoM) for the Campbelltown LGA (Biolink 2018b).
- Office of the NSW Chief Scientist & Engineer advice on koala protection (2019, 2021a & 2021b); and
- Annual Mt Gilead Koala population studies 2021 and 2022 (Wild Conservation).

The Campbelltown City Council (CCC) area is currently estimated to have a widely dispersed koala population of around 400 animals (Biolink 2018b).

Koalas have been recorded within remnant patches of intact bushland adjacent to the study area (Noorumba Reserve, Beulah Biobank site and Browns Bush (Wild Conservation 2021 and 2022) and along the Woodhouse Creek corridor to the west of the study (Biolink 2018a), and it is likely that individual animals will use remnant paddock trees within the action area for time to time (**Figure 3**). In addition, there are several road kill records along Appin Road adjacent to the study area where Koalas are likely using habitat resources on both the eastern and western sides of Appin Road. These studies provide a consistent record of Koala from the broader locality over the past 20 years and activity within the action area.

In 2021 the Office of the NSW Chief Scientist & Engineer provided 4 overarching recommendations to ensure the adequacy of koala protection measures for the Campbelltown Koala population. These measures were:

- increasing and improving existing habitat by, for example, establishing the Georges River Koala Reserve;
- improving connectivity by constructing koala movement crossings and protecting koalas from urban threats with exclusion fencing;
- active monitoring and using adaptive management for koalas; and
- adopting good practices for disease prevention including vaccinations.

3.2 Habitat

The most important habitat factor influencing Koala occurrence is the suite of food tree species available. In any one area, the Koala relies primarily on regionally specific primary and/or secondary food tree species. If primary food tree species are not present or occur in low density, Koalas will rely on secondary food tree species, but the carrying capacity of the habitat (i.e. number of animals per hectare) is inevitably lower (DECC 2008).

The Campbelltown Comprehensive Koala Plan of Management (Biolink 2018b) lists eight primary; secondary and supplementary preferred food tree species in the Campbelltown LGA (**Table 2**), four of which have been recorded in the Study Area.

The Study Area contains remnant Cumberland Plain Woodland (CPW) and Shale Sandstone Transition Forest (SSTF) (**Figure 4**). These vegetation communities provide habitat for Koala, including Koala Food Trees. The majority of the intact areas of these communities in the Study Area are protected within registered biobank sites (the Mt Gilead-Noorumba, Macarthur-Onslow and Hillsborough Biobank sites as shown in **Figure 2**).

Table 2: Koala Food Trees in the CCC LGA (Source Biolink 2018b)

Species marked with * have been recorded in the study area.

Species Name	
Primary Food Tree	
<i>Eucalyptus tereticornis</i> *	Forest Red Gum
<i>Eucalyptus viminalis</i>	Ribbon Gum
Secondary Food Tree	
<i>Eucalyptus longifolia</i>	Wollybutt
<i>Eucalyptus moluccana</i> *	Grey Box
<i>Eucalyptus punctata</i> *	Grey Gum
Supplementary Food Tree	
<i>Eucalyptus agglomerata</i>	Blue-leaved Stringybark
<i>Eucalyptus consideniana</i>	Yertchuk
<i>Eucalyptus globoidea</i> *	White Stringybark

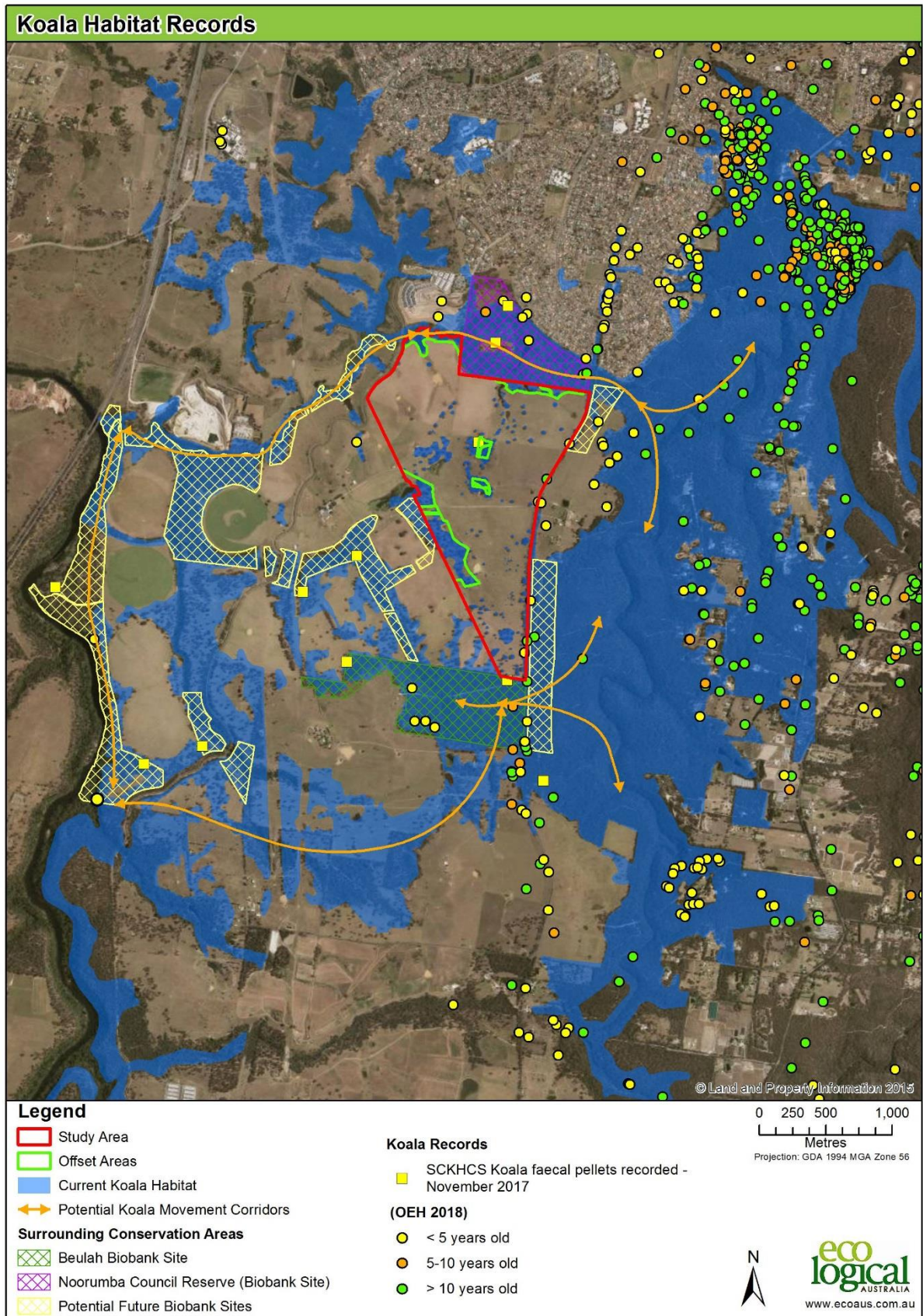


Figure 3: Koala habitat, Koala records and likely movement corridors in the action area and wider area

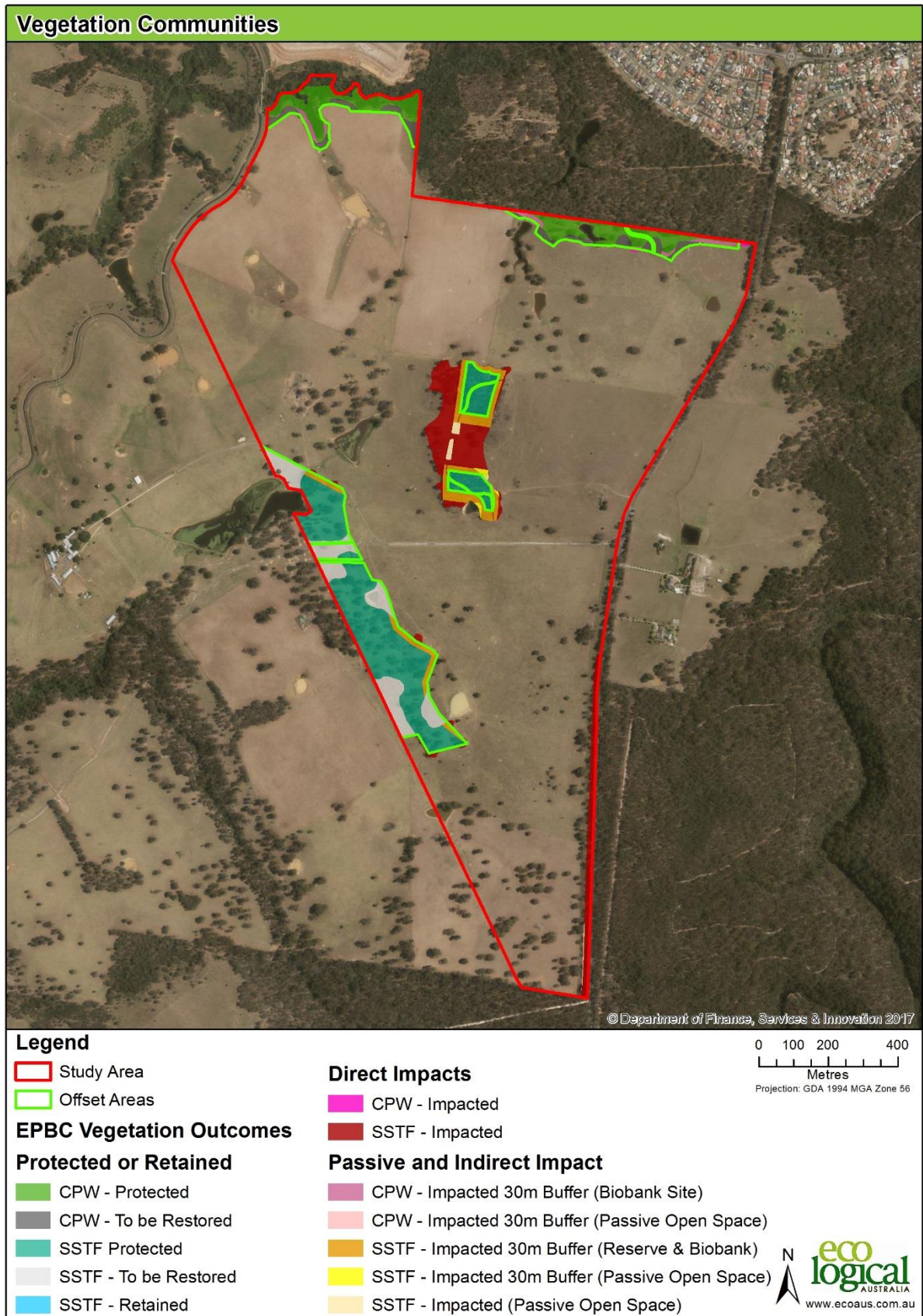


Figure 4: Vegetation Communities (Koala habitat) within the study area to be impacted or retained

4. Listing Status and Conservation Priorities

The Koala was listed as a vulnerable species in NSW under the now repealed Threatened Species Conservation Act in 1996 and a Recovery Plan was approved in 2008 (DECC 2008). The NSW, ACT and Queensland combined populations of the Koala were also listed as a vulnerable species under the EPBC Act in 2011 and a National Koala Conservation and Management Strategy was released in 2009 (DEWHA 2009).

Following the impacts of prolonged drought, followed by the black summer bushfires in 2019/2020, and the cumulative impacts of disease, urbanisation and habitat loss over the past twenty years, the QLD, NSW and ACT Koala combined population up-graded to endangered under the EPBC Act in February 2022 and endangered in NSW under the BC Act in May 2022. A National Koala Recovery Plan was also adopted in March 2022 (DAWE 2022b).

The EPBC Act 2022 Conservation Advice for Koala (DAWE 2022a) outlines 8 threats to koalas in two categories:-

- Threats as Climate Change driven processes
- Drivers of disease and health.

The purpose of the National Koala Recovery Plan is to provide for the research and management actions necessary to stop the decline of, and support the recovery of, the listed Koala so that the chances of its long-term survival in nature are maximised. It is the road map to recovery.

The Recovery Plan outlines three objectives:-

Objective 1

- The area of occupancy and estimated size of populations that are declining, suspected to be declining, or predicted to decline are instead stabilised then increased.
- The area of occupancy and estimated size of populations that are suspected and predicted to be stable are maintained or increased.

Objective 2

- Metapopulation processes are maintained or improved.

Objective 3

- Partners, communities and individuals have a greater role and capability in listed Koala monitoring, conservation and management.

5. Threats to Koala

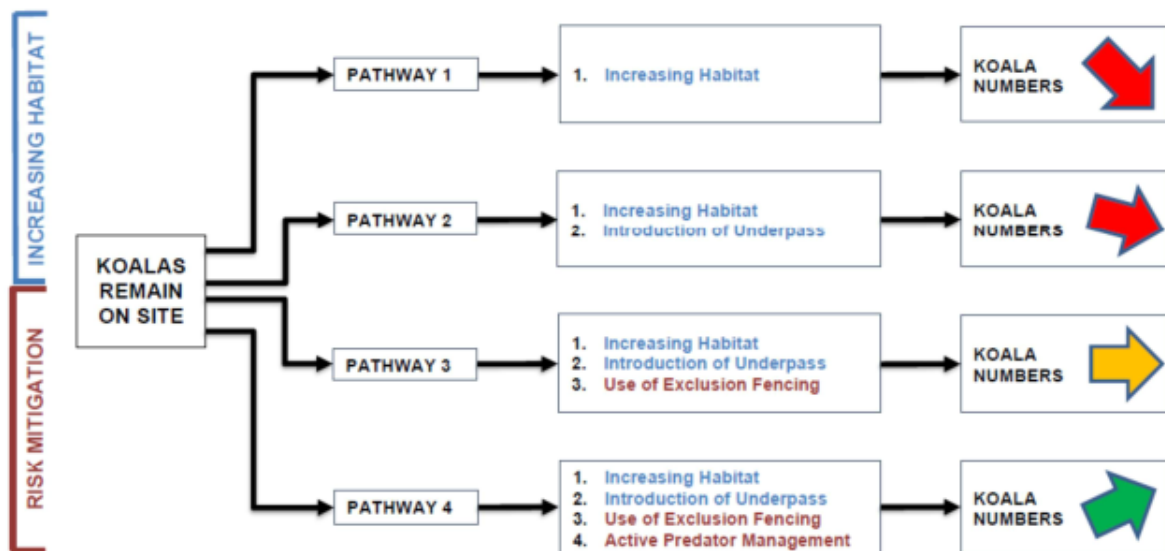
DAWE 2022a identifies a series of threats to the Koala in Queensland, NSW and the Act whilst the Office of NSW Chief Scientist & Engineer (OCSE) identifies a number of threats to Koala's in the Campbelltown area (OCSE 2020 and 2021a and b).

In 2019, the OCSE was asked to provide independent expert advice on protecting the Campbelltown koala population.

In August 2020, the OCSE published a report titled Advice on the protection of the Campbelltown Koala population – Koala Independent Expert Panel.

The report provides 4 overarching recommendations to ensure the adequacy of koala protection measures. These measures include:

- increasing and improving existing habitat by, for example, establishing the Georges River Koala Reserve
- improving connectivity by constructing koala movement crossings and protecting koalas from urban threats with exclusion fencing
- active monitoring and using adaptive management for koalas
- adopting good practices for disease prevention including vaccinations.



Threats relevant to this development are:

- loss, modification and fragmentation of habitat
- traffic injury/ death
- predation by dogs

- pathogens and disease
- other threats to habitat (Bell Miner dieback)

5.1 Loss, modification and fragmentation of habitat

Land clearing has been a significant cause of direct Koala mortality and for limiting the movement of Koala within a sub-population. This effect is exacerbated in urban environments where the surrounding matrix is relative hostile with higher densities of roads and dogs exacerbating this effect.

Small, fragmented or highly disturbed habitats are less likely to be able to support a Koala population in the long term due to edge effects, limited resource availability and increased predation. Although Koala do utilise scattered trees in largely cleared environments, travelling across open ground leaves them more vulnerable to threats such as predation. Vegetated links are important to support continued Koala movement; where dispersal and recruitment are impeded by barriers such as large areas of open ground and roads, populations would be expected to decline (DECC 2008).

5.2 Traffic injury/ death

Road-kill is a risk to Koalas at any location where a resident koala population and/or regularly used koala movement path is dissected by roads and traffic (DAWE 2022a). There are several records of Koala road kill adjacent to the study area along Appin Road, where Koalas are likely using habitat resources on both the eastern and western sides of Appin Road.

Risks of koala road kill increases where :

- Road speed limits exceed 60 km/hour;
- Traffic volume is high;
- There is low visibility of road edges (such as due to vegetation or lack of lighting); and
- The koala breeding season is on (mid-August through to mid-summer).

In addition to direct impacts (i.e. koala death on roads), the construction of roads through koala habitat can also disrupt breeding and social interactions and isolates populations, reducing dispersal and immigration opportunities.

5.3 Attacks by feral and domestic dogs

Dog attacks are a threat to Koalas that are closely associated with urban expansion, with exposure to the threat increasing as land adjacent to Koala habitat is developed and occupied (DAWE 2022a). Additionally, attacks by dogs are likely to be more common during the koala breeding season as this is when koalas are more active and more likely to be moving through cleared areas.

5.4 Disease

Koala populations in NSW carry the pathogen Chlamydia. Campbelltown is noted as having one of the last disease-free koala populations in the Sydney Region (Biolink, 2018b). However, Koalas are more likely to develop chlamydiosis infection when exposed to environmental stresses such as loss of habitat, harassment by predators, nutritional stress or overcrowding (DAWE 2022a).

5.5 Other threats to Koala habitat such as Bell Miner associated dieback

Bell Miner associated dieback (BMAD) is listed as a key threatening process under the NSW Biodiversity Conservation Act 2016 and is known to directly impact vegetation communities and habitat for threatened fauna, including Koala (OEH 2018).

BMAD is a process whereby dense Bell Miner colonies (a native honeyeater) facilitate sustained psyllid infestations that lead to dieback. It is thought that habitat degradation that leads to increases in understory density, often via woody weed invasion, are heavily implicated in the process (Silver and Carnegie 2017).

BMAD has been observed in the Noorumba Reserve adjacent to the action area.

6. Koala management actions

This Koala PoM was prepared to provide detailed operational guidance for the implementation of the environmental management actions outlined in the EPBC Preliminary Documentation Assessment Report for the action area (ELA 2018) and includes mitigation measures and recommendations included in the CCC CKPoM (Biolink 2018b), Biolink 2018c, and the NSW and National Koala Recovery Plans and Management Strategies (DECC 2008, NSW Government 2018, DAWE 2022b) and the commitments in the Review of Environmental Factors for the Appin Road Upgrade (RMS 2018, 2019, EMM 2022). Additionally, it details on-going actions detailed in the management plans for the three Biobank sites in the study area.

Following the up-grading of koalas to endangered and updates to the policy positions of the NSW Government following the publication of the findings of the NSW CS&E, this Koala PoM has been updated to provide additional conservation outcomes.

Koala management actions are detailed below, and include actions for the design, construction and operation phases where relevant.

6.1 Minimise impact on koala habitat

6.1.1 Design

Measures to avoid and/or reduce impacts to biodiversity values have been included during the design stages of the project, including:

- Identification and avoidance of high or higher conservation value areas during the rezoning process (2013-2017);
- the creation of a biodiversity overlay at rezoning to ensure that these areas were appropriately considered in subsequent development application stages;
- Permanent protection and management of these areas for conservation through registration as Biobank Sites.
- Design of subdivision layout, including perimeter roads, Asset Protection Zones and buffer zones to reduce impacts to and protect offset areas;

As a result of the avoidance and impact minimisation measures incorporated into the planning of the action, the final area of direct impact to Koala habitat is 10.85 ha, mainly loss of individual scattered paddock trees across the development area (ELA 2018b).

Additional measures forming part of the revised koala Plan of management.

- Increased conservation lands (10.35 ha) along Menangle Creek (NSW CS&E – Corridor A) shown in **Figure 5**;
- Inclusion of Koala exclusion fencing between the urban development and on-site offset areas as shown in **Figure 5**;
- Inclusion of two fauna underpass at Glen Lorne / Noorumba Reserve and Browns Bush / Beulah Biobank site as shown in **Figure 5** and **Figures 6** and **7**; and
- Use of drone techniques to assist in pre-clearance surveys and post construction monitoring of the local Koala population.

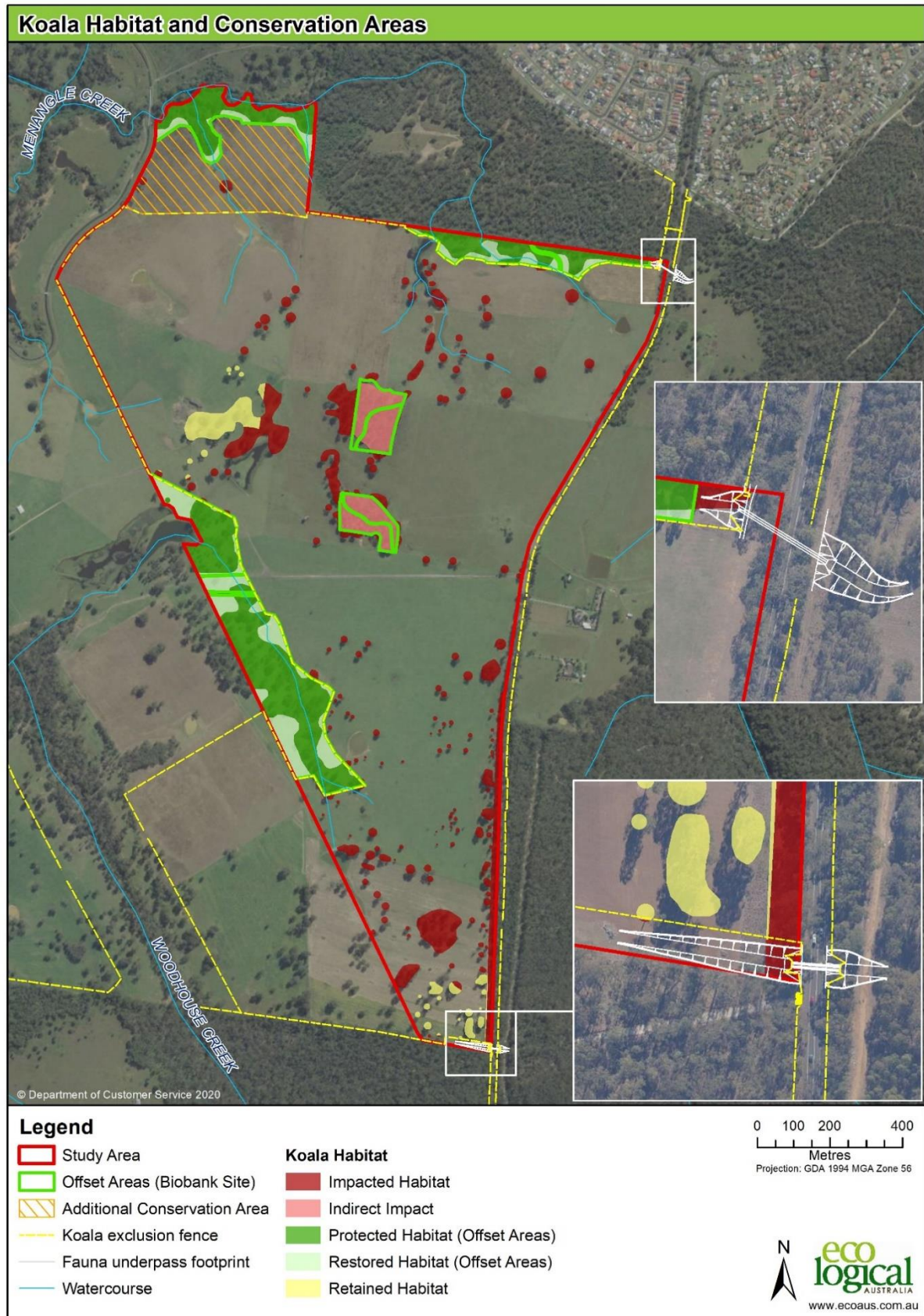


Figure 5: Increased conservation lands along Menangle Creek (NSW CS&E – Corridor A)

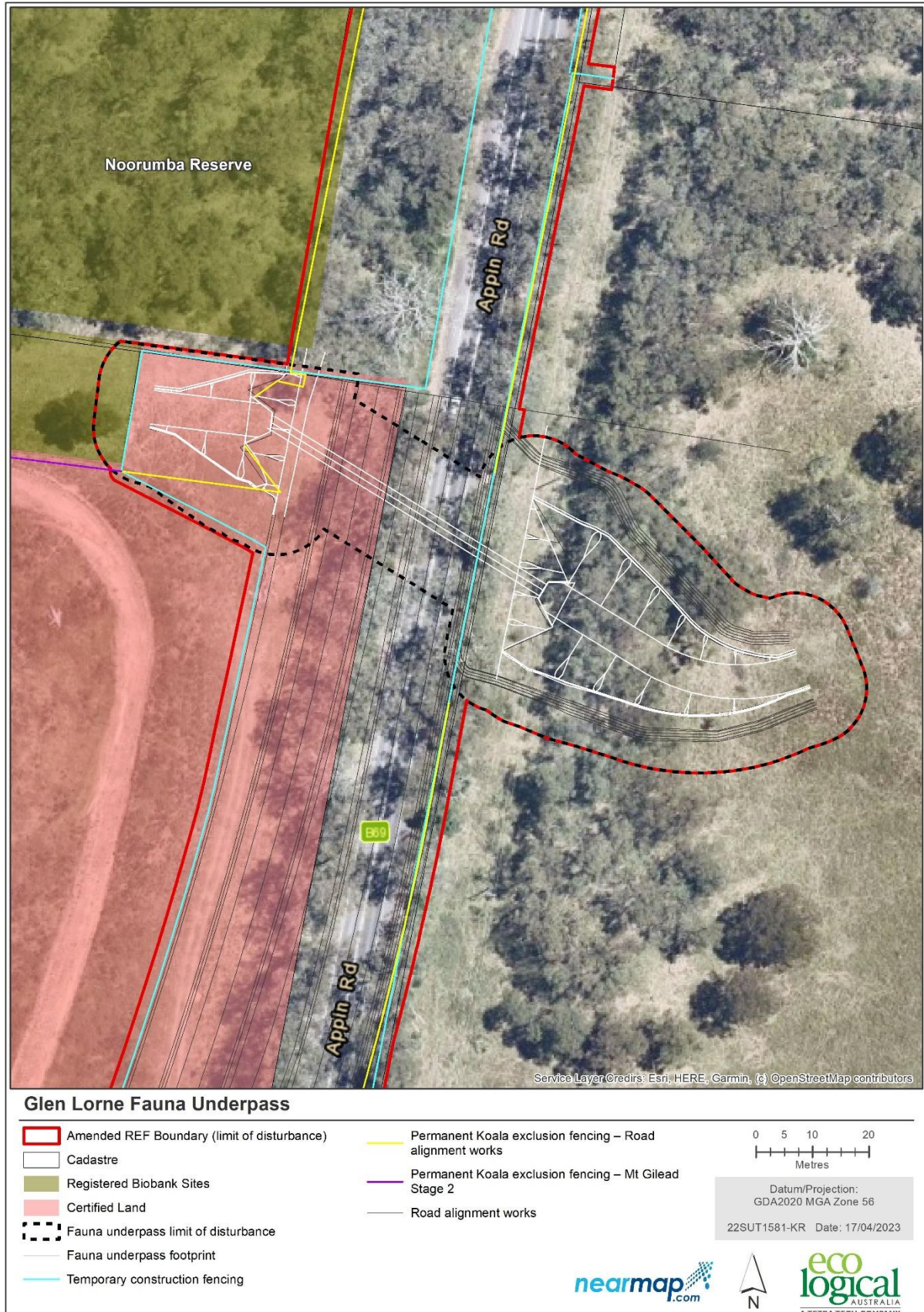


Figure 6: Glen Lorne / Beulah fauna underpass and Koala exclusion fencing



Figure 7: Browns Bush / Beulah fauna underpass and Koala exclusion fencing

6.1.2 Pre-Construction Phase

All Project personnel and contractors will undergo environmental induction training before commencing work on site (Refer to the Mount Gilead Residential Development Construction Environmental Management Plan, ELA 2019b). Information to be addressed during this training will include: -

- Koala identification and location of habitat areas within the action area
- Procedures to be followed in the event that Koalas are found injured in the proximity of works areas.

6.1.3 Construction Phase

The following mitigation measures will be implemented during construction of the development:

- Commitment to prepare and implement a Construction Environmental Management Plan (CEMP approved in 2020, ELA 2020);
- Appointment of a Project Ecologist for the duration of clearing works to ensure conditions relating to biodiversity management of the site are fully implemented and complied with;
- Temporary and permanent protective fencing to be erected around all areas identified for conservation within the development area, including within Open Space areas and Biobank Sites prior to clearing activities commencing to minimise any inadvertent damage. Construction Phase protective fencing details are shown in the approved CEMP (ELA 2019b).
- Permanent Koala exclusion fencing is shown in **Figure 5** and at **Appendix D**.
- Any trees identified as “to be retained” following the project ecologist’s pre-clearing review, shall be included on an environmental control map and clearly marked with an easily visible and removable means of identification.
- A Koala Tree Felling Protocol (**Appendix E**) will be implemented to avoid any direct impacts to Koala that may be utilising trees to be cleared.

Measure undertaken:

- The CEMP was prepared and endorsed by Environmental Approvals Division in 12/12/2019.
- The Project Ecologist was appointed in 2021. The project ecologist has been present during all tree removal works.
- Temporary fencing installed to all conservation areas (2015 - 2022)

Additional measures forming part of the revised koala Plan of management:

- Use of drone technology during pre-clearance surveys to determine if any fauna is present. (Refer **Appendix E**)

6.1.4 Operational Phase

6.1.4.1 Landscaping in Open space/recreation areas

Landscaping and revegetation within the Open Space/Recreation areas will include tree species which are part of the Endangered Ecological Communities recorded within the study area (Cumberland Plain Woodlands; Shale Sandstone Transition Forest and River-flat Eucalypt Forest) and which have been identified as primary or secondary Koala Tree Feed Species in the NSW Koala Recovery Plan (DECC 2008)

and CCC CKPoM (Biolink 2018). Trees that will be used in landscape areas and that will supplement protected CPW and SSTF vegetation in offset areas are listed in **Table 3**.

Table 3: Koala Food Trees to be used in landscaping consistent with Cumberland Plain Woodland and Shale Sandstone Transition Forest characteristic species present in the study area

Species Name	
Primary Food Tree	
<i>Eucalyptus tereticornis</i>	Forest Red Gum
Secondary Food Tree	
<i>Eucalyptus moluccana</i>	Grey Box
<i>Eucalyptus punctata</i>	Grey Gum
Supplementary Food Tree	
<i>Eucalyptus globoidea</i>	White Stringybark

6.1.4.2 Management of Koala habitat in Biobank sites

Koala habitat within the Biobank sites will be managed in accordance with the approved Biobank Agreement Management Plans (refer to Appendices D, E & F in the approved Mount Gilead Residential Development Construction Environmental Management Plan – ELA 2019b).

This includes revegetation and supplementary planting of preferred Koala browse species in cleared areas, feral animal and weed control and access restrictions. Each biobank site is subject to annual reporting and audit and compliance requirements of OEH and the NSW Biodiversity Conservation Trust.

Additional measures forming part of the revised koala Plan of management:

Annual drone based koala monitoring across the action area, on-site offset areas and surrounding conservation areas as surveys by Wild Conservation 2022 to determine and track the local koala population use of the conservation areas and number of animals until the 'completion of the action'.

- Drone survey protocols will follow the method described in (Beranek et al. 2020) and previous surveys undertaken by Wildlife Conservation in 2021 and 2022 (Wild Conservation 2021, 2022 - **Appendix F**).

6.2 Predation by dogs

6.2.1 Design

Increased koala injuries and fatalities from attacks by dogs are likely to occur with the increased proximity to urban areas. Design measures to mitigate predation by dogs included in the development include:

- Dog proof fencing will be a design requirement for each residential lot in accordance with the Gilead Home Design Guidelines (Lendlease 2019) and Campbelltown Council requirements – **Appendix G**.
- Enforced prohibition of dogs within Biobank areas.
- Designated dog-proof fenced areas within open space / recreation areas where dogs will be permitted to be off leash.
- Public Open space areas and Biobanks will have fencing and site specific signage designed to outline prohibited activities and penalties which will apply. Example of typical Council Reserve fencing and signage is shown in **Appendix H** with Koala exclusion fencing and double gates to be erected around identified Koala corridors as indicated in **Figure 5** and **Appendix H**.

Additional measures forming part of the revised koala Plan of management:

- Koala exclusion fencing to all Koala corridors.

6.2.2 Operational Phase

- In public open spaces, all dogs will be required to be kept under control by their owners, in accordance with Local Government Act 1993, failure to comply may lead to a penalty exceeding \$110.
- Dogs will be prohibited from entry into the Biobank sites. These areas will be actively managed and subject to enforcement powers under the Local Government Act failure to comply may lead to a penalty exceeding \$110.
- All public areas will be effectively signposted with signs which outline permitted and prohibited activities and outline penalties which will apply for non-compliance. Example of typical signage is shown in **Appendix H**.
- Multi-lingual education programs, community information packages, community information seminars and community education events will be held for residents regarding the requirements for dogs within the development. The programs will highlight increased risk of dog attacks during koala breeding season (mid-August through to mid-summer). These programs will be held onsite regularly over a 5 year period by the Developer.

6.3 Traffic injuries or death within the action area

6.3.1 Design

Increased koala fatalities from vehicle strike are likely to occur within the action area as a result of around 5,000 new residents and associated vehicles as there will be a significant increase in traffic volume in the area from population increase. Traffic calming measures proposed in the development include:

- Local roads will have speed limit restrictions of 50 km/h adjacent to open space areas
- Perimeter roads and roads adjacent to Koala habitat areas will be signposted in accordance with Austroads, RMS technical guidelines, Campbelltown City Council Guidelines and Australian Standards. (Indicative signage is shown in **Figure 8**)
- Traffic calming devices will be installed along perimeter roads adjacent to offset areas and Koala habitat
- Vegetation adjacent to roads will be managed to increase visibility of fauna (**Appendix D**).

Additional measures forming part of the revised koala Plan of management:

- Koala exclusion fencing around boundaries of all identified Koala corridors as shown in **Figure 5**.
- Two fauna underpasses to Appin Road specifically designed for koala (**Figures 6 and 7**), and
- Additional koala exclusion fencing on the western side of Appin Road as shown in **Figure 5**.

6.3.2 Construction

Traffic management measures to be implemented during construction, include:

- Construction traffic to utilise clearly defined access and egress points to and from the development site that avoid retained Koala habitat areas.
- Construction traffic within the development site to keep to designated routes where possible.
- Parking and equipment and material laydown areas to be positioned away from conservation areas.
- Construction traffic is to adhere to construction zone speed limits of 20 km/h across the site.
- Exclusion fencing will be installed prior to site works commencing to delineate the limit of areas impacted by the works and accessible by construction traffic.

6.3.3 Operational Phase

Management strategies presented below aim to increase the application of a precautionary approach to reducing the potential for Koala road strike and to increase driver and community awareness:

- 'Koala Warning Signs' dispersed throughout the Mount Gilead road network (example signage shown in **Figure 8**).
- Roadside vegetation adjacent to conservation areas (1-2m) will be managed to minimise the height of ground cover and therefore increase the visibility of any roadside fauna. Turfed areas will be mown, low ground covers will be trimmed mechanically (example shown in **Figure 8**).



Images courtesy Campbelltown City Council Koala Management Plan 2018

Example management of roadside verges to increase visibility of fauna on roadsides



Figure 8: Indicative Koala Warning Signs to be erected on major urban streets adjacent to Koala habitat areas

Additional measures forming part of the revised koala Plan of management:

- Fauna underpass monitoring program to measure the effectiveness of fauna crossing structures (RMS Appin Road Fauna Underpass monitoring requirements - **Appendix I**).

6.4 Diseases and pathogens

6.4.1 Design, Construction and Operation:

As Koalas are more likely to develop chlamydiosis infection when exposed to environmental stresses such as loss of habitat and harassment by predators, mitigation measures described in section 5.1 and section 5.2 will also minimise the risk of chlamydiosis infection by minimising stress to animals through the design, construction and operational phases of the development.

6.4.2 Construction and Operation

Pathogens such as myrtle rust and *Phytophthora* root rot can be spread if carried on infected plant material, contaminated equipment, vehicles and clothing. The following hygiene measures will be put in place to limit the risk of introduction and spread of pathogens during construction of the development, and as part of the management and operation of the Biobank sites:

- all vehicles, machinery, maintenance equipment, tyres and work boots should be free of mud, soil and vegetation prior to entering and leaving the construction site (as outlined in the Mt Gilead CEMP (ELA 2019b))
- Follow the *Arrive Clean, Leave Clean: Guidelines* (Commonwealth of Australia 2015)..

6.5 Bell Miner die back

6.5.1 Operational Phase

Biobank sites will be managed to maintain an open grassy woodland environment consistent with the typical form of Cumberland Plain Woodland and Shale Sandstone Transition Forest. This will include the active management of dense wood weed understory (Blackberry and Lantana) to reduce nesting opportunities for Bell Miner.

6.6 Education and awareness

Education has a key role to play towards ensuring the long-term survival of the Koala in the action area, and the following educational measures will be implemented for the development:

6.6.1 Design Phase

- Permanent signage will be installed adjacent to pathways and entry roads to the site, to raise awareness of the potential presence of koalas within and adjacent to the site.

6.6.2 Construction Phase

- All personnel, including sub-contractors, are required to attend a compulsory site induction. This will include a section on key environmental sensitivities, including the identification and potential presence of Koalas.
- Targeted environmental awareness training will be provided to individuals or groups of workers with a specific authority or responsibility for environmental management or those undertaking an activity with a high risk of environmental impacts, including vegetation clearing controls.
- Toolbox talks will be used to raise awareness and educate personnel on construction related environmental issues, and to ensure environmental awareness continues during construction. Toolbox talks will be tailored to specific environmental issues including:

- biodiversity values and conservation areas
- Koala management
- emergency and spill response
- The daily pre-start meeting will be conducted for the site workforce before the commencement of work each day (or shift) or where changes occur during a shift. The environmental component of pre-starts will include any environmental issues that could potentially be impacted by, or impact on, the day's activities, including vegetation clearing.

6.6.3 Operational Phase

Education programs are the principal means by which the community can gain a full appreciation of relevant issues and the actions which they can undertake to aid koala conservation within the action area.

A local resident education and awareness campaign will be carried out which will include information on:

- Potential Koala habitat and Koala presence within the Gilead community
- the need to drive with caution throughout the Mt Gilead community (refer to road signage and traffic calming devices in Section 5.3)
- process of managing injured Koalas, including contact details for WIRES;
- best practices for dog owners, including:
 - raising awareness of the impact of dogs on Koalas;
 - increased risk of dog attacks during koala breeding season (mid-August through to mid-summer);
 - use of on-leash and off-leash areas;
 - encouraging dog owners to restrain or confine their dog and notify WIRES if a Koala is found within their property.
- Opportunities to participate in Koala habitat restoration/tree planting days in Biobank sites and open space areas (**Figure 9**)

Education and awareness campaigns should recur during the koala breeding season (August to February), when koalas are more likely to be moving about and come into contact with the community.



Figure 9: Potential Community Involvement activities involving Koala habitat restoration (Image courtesy CCC)

7. Funding

Condition 7 requires that this KMP must include provisions for the approval holder to contribute at least \$50,000 each year for 5 years to fund Koala management activities in the proposed 'action' area (Urban Area, Detention Basin, Open Space Landscape areas & Open Space areas) as shown in **Figure 1**.

Estimates of the cost to implement the management actions outlined in Section 5 within the action area are provided in **Table 4**. Total estimate of Koala management costs within the action area for 5 years is **\$4,911,986** representing an average funding of \$982,397 each year.

Table 4: Estimate of Koala management costs – Action Area

Action Area	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
	Actual	Actual	Forecast	Forecast	Forecast	Forecast	
Contractor Awareness Training	\$ 2,500	\$5,000	\$1,500	\$1,500	\$1,500	\$1,500	\$13,500
Fencing of construction areas (fauna)		\$102,498	\$30,000	\$10,000			\$142,498
Landscape Planting in open space areas							
Community Education/ Involvement Programs			\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Sub Total	\$2,500	\$107,498	\$41,500	\$21,500	\$11,500	\$11,500	\$195,998

Additional Management Actions (Action Area)	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
	Actual	Actual	Forecast	Forecast	Forecast	Forecast	
Koala Monitoring	\$68,720	\$50,461	\$50,000	\$50,000	\$50,000	\$50,000	\$319,181
Koala underpasses to Appin Road			\$4,000,000				4,000,000
Additional koala protection fencing to conservation areas			\$109,000		\$63,700	\$97,600	\$270,300
Additional fencing (Appin Road) within Action Area							
Bushland regeneration (Koala Habitat)				\$214,205	\$71,402	\$71,402	\$357,009
Sub Total	\$68,720	\$50,461	4,159,000	\$264,205	\$185,102	\$219,002	4,946,490
Total Management Action Costs (Action Area)	\$71,220	\$157,959	\$4,200,500	\$285,705	\$196,602	\$230,502	\$5,142,488

Estimates of the cost to implement the management actions outlined in Section 5 within the conservation area are provided in **Table 5**. Total estimate of Koala management costs in the conservation area for 5 years is **\$880,818**, representing an average funding of \$176,164 each year.

Table 5: Estimate of Koala management costs – Conservation Areas

Conservation Area	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
	Actual	Actual	Forecast	Forecast	Forecast	Forecast	
Active management of dense wood weed understory/Bell Miner dieback control			\$17,000	\$2,000	\$2,000	\$2,000	\$23,000
Management of Koala habitat in Biobank sites (Amounts from registered Biobank Agreements Management Plans)	\$244,162	\$129,735	\$192,115	\$147,881	\$135,925	\$78,665	\$928,483
Sub Total	\$244,162	\$129,735	\$209,115	\$149,881	\$137,925	\$80,665	\$951,483

Additional conservation Measures (Conservation Area)	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
	Actual	Actual	Forecast	Forecast	Forecast	Forecast	
Koala monitoring					\$10,000	\$10,000	\$20,000
Sub Total					\$10,000	\$10,000	\$20,000
Total Management Action Costs (Conservation Area)	\$244,162	\$129,735	\$209,115	\$149,881	\$147,925	\$90,665	\$971,483
Total Management Action Costs within Revised Plan	\$315,382	\$287,694	\$4,409,615	\$435,586	\$344,527	\$321,167	\$6,113,971

8. Responsibility

Responsibility for the implementation of the management actions during design, construction and operational phases that are described in section 5 are shown in **Table 6**.

Operational actions relating to the Biobank Sites will be undertaken by Mount Gilead Pty Ltd until 2025; thereafter by CCC.

Table 6: Environmental management roles and responsibilities

Role	Responsibilities
Project Manager	<ul style="list-style-type: none"> • Ensure all works comply with relevant regulatory and Project requirements • Ensure the requirements of this KMP are fully implemented • Ensure all personnel and contractors have completed a site induction and orientation • Provide adequate resources (personnel, financial and technological) to ensure effective development, implementation and maintenance of this KMP • Ensure that all personnel receive appropriate induction training • Stop work immediately where there is an actual or potential risk of harm to Koalas.
Construction Manager	<ul style="list-style-type: none"> • Plan construction works in a manner that avoids or minimises impact to Koalas • Ensure the requirements of this KMP are fully implemented • Ensure construction personnel manage construction works in accordance with statutory and approval requirements • Ensure Koala management and protection measures are implemented • Ensure all Project personnel attend an induction prior to commencing works • Liaise with government authorities as required, • Stop work immediately where there is an actual or potential risk of harm to Koalas
Environmental Manager	<ul style="list-style-type: none"> • Conduct site environmental inspections • Investigate and review nonconformances and identify, implement and monitor corrective and preventative actions for nonconformances. • Prepare written Corrective Action Reports within 1 working day of the identification of a need for corrective actions to be taken (Appendix B); • Maintenance of training, nonconformance and complaints registers. • Undertake or coordinate environmental monitoring events. • Undertake scheduled and non-scheduled audits.
Project ecologist	<ul style="list-style-type: none"> • Manager Koalas during tree clearing in accordance with the Koala Tree Clearing Protocol (Appendix C) • Possess suitable fauna licences and permits • Provide Koala tree clearing report

9. Implementation

9.1 Hold points

Key environmental hold points to be satisfied before works can progress to the next phase, is included in **Table 7**.

Table 7: Hold points

Hold point	When
Revised KMP endorsed by Minister	Prior to commencement of works

9.2 Monitoring

Regular environmental inspections are to be undertaken of all work activities relevant to this KMP being carried out during the construction phase as outlined in the Mt Gilead CEMP. Inspections shall be carried out in conjunction with personnel responsible for a particular work area and shall include the following:

General

- Daily Inspections – site supervisory staff as part of their daily duties shall conduct daily inspections of the site (incl. all subcontractor activities), and issues noted in daily diaries if applicable, and
- Regular Site Inspections – formal inspections recorded on the Environmental Site Inspection Checklists which shall include cover aspects which present significant risk to Koalas as described in this KMP. Corrective actions arising from inspection are to be managed and implemented within clearly defined timeframes.
- Where a site condition does not comply, a Corrective Action Report (CAR) is to be completed and actioned within one working day of being raised.

Koala monitoring

- Pre-clearance surveys (**Appendix E**)
- Action area and Koala corridor monitoring (**Appendix F**)
- Fauna underpass monitoring (**Appendix I**).

10. References

- Beranek, C.T., Roff, A., Denholm, B., Howell, L.G. & Witt, R.R. 2020. Trialing a real-time drone detection and validation protocol for the Koala (*Phascolarctos cinereus*). Australian Mammalogy **42**.
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Appendix A Final decision notice for EPBC 2015/7599 and conditions of Approval

Provided as a separate Pdf document.

Appendix B DotEE Approval of Koala Management Plan December 2019

Provided as a separate Pdf document.

Appendix C Evidence of retirement of Koala Credits

Copy of advice provided to DoTEE on 31 October 2019.

From: Anderson, Mark (Australia) <Mark.Anderson@lendlease.com>

Sent: Thursday, 31 October 2019 1:31 PM

To: Tony Dowd <Tony.Dowd@environment.gov.au>

Cc: Humphries, Robert <RobertH@ecoaus.com.au>

Subject: FW: Confirmation of the securing of the compensation measures for EPBC 2015/7599 Conditions 5

Tony,

This email serves as notice and evidence the necessary offsets for EPBC 2015/7599 Conditions 5, required pursuant to Condition 6 of EPBC 2015/7599.

Please find attached the credit retirement report (summary below) confirming the securing of the necessary compensation measures for EPBC 2015/7599 Condition 5

Regards, Mark Anderson , Senior Development Manager, Communities

mark.anderson@lendlease.com | www.lendlease.com

Credit Retirement Report: 2019-TR-479 (EPBC SUMMARY)

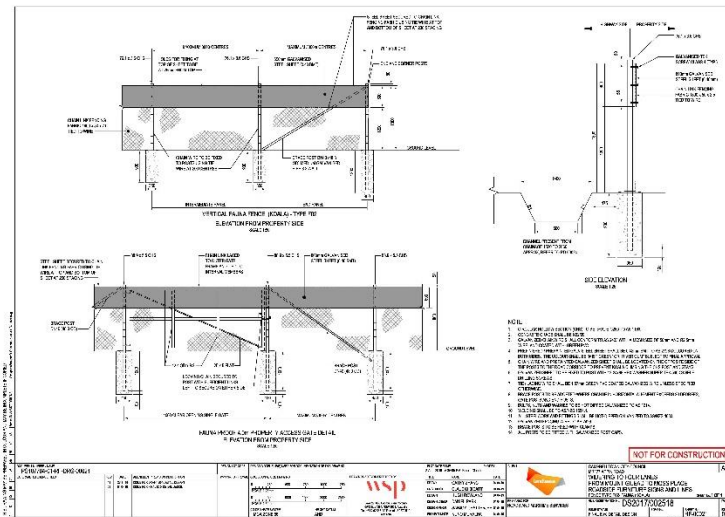
Credit owner(s): Lend Lease Communities (Mt Gilead) Pty Ltd (Lend Lease)

Species credits

Agreement ID & NAME	Location	Credit ID	Scientific name	Common name	Credits retired	Area	Condition satisfied
215 Appin West	Offsite	459	Phascolarctos cinereus	Koala	150	21.13 ha	EPBC 2015/7599 - Condition 5
208 Macarthur-Onslow	On-site	442	Phascolarctos cinereus	Koala	85	11.97 ha	Not required for EPBC approval
209 Noorumba-Mt Gilead	On-site	909	Phascolarctos cinereus	Koala	48	6.76 ha	Not required for EPBC approval
239 Noorumba Reserve	Off-site	516	Phascolarctos cinereus	Koala	151	21.27 ha	Not required for EPBC approval

Appendix D Koala corridor and Biobank fencing examples

Permanent Koala exclusion fencing around Koala corridors as shown in Figure 5



Example Post and cable fencing around internal offset areas (Hillsborough Biobank site)



Appendix E Koala Tree Clearing Protocol

This Protocol provides methodology for Koala tree pre-clearance and relocation for implementation during the removal of trees.

Qualifications of ecologist

A suitably qualified fauna ecologist with experience relating to arboreal fauna will be required to be on-site to supervise the felling of all trees. The ecologist will hold a scientific licence from NSW Office of Environment and Heritage (OEH) to conduct flora and fauna surveys. This licence requires that all survey and incidental records are submitted to the OEH for inclusion in their databases (primarily the Atlas of NSW Wildlife).

Fauna ecologist is to take all appropriate hygiene pre-cautions before handling any fauna to prevent spreading diseases.

Pre-clearance survey

Early in the morning of the day of the proposed clearing, trees to be cleared must be inspected by the fauna ecologist for the presence of Koalas. These inspection may use drones to assist identify fauna in tall and/or dense trees where visibility from the ground is obscured. The following scenarios must be followed:

- Where Koalas are identified within a tree, tree clearing work will not proceed on that day, or until the Koala has voluntarily moved from the tree (typically, a Koala in this situation will vacate the tree on the same or following day)
- Active relocation (capture and relocation) of Koala is discouraged to avoid causing stress to Koala's unless Koala's are found within active works sites where there is a risk of harm or injury)
- Where Koalas are not identified within the tree, the tree can be cleared using the below felling technique

Felling technique

The fauna qualified ecologist must be present on site while the vegetation is removed to provide advice to machine operators and rescue and relocate any fauna encountered and/or injured during tree felling and clearing in accordance with general injured wildlife and tree clearance protocol in the CEMP (ELA 2019b).

The fauna ecologist will need to work closely with the operators during the felling operations to make sure works are stopped if Koalas are spotted and require rescue. Prior to felling operations, a site specific Safe Work Method Statement (SWMS) will be prepared outlining the risks and hazards of felling operations.

Koala handling

Any Koalas that are unable to relocate themselves on their own accord will be captured and will be released into suitable habitat off-site (such as the Biobank sites) by the fauna ecologist.

If a Koala is injured during the works, the fauna ecologist will ensure that they receive the appropriate levels of care. Depending on the level of injury and status of the injured fauna, WIRES and/or the nearest veterinary clinic are to be contacted to retrieve to take the animal into care or to determine whether the veterinary staff are capable of caring for injured native animals.

Koala pre-clearing records

Records shall be kept by the fauna ecologist detailing the pre-clearing findings, numbers of Koalas observed, including details on any injuries, treatment, and relocation.

Appendix F Koala population monitoring across action and Koala corridors

An annual Koala population monitoring program will be implemented across the action area and Koala corridors as under taken by Wild Conservation 2021 and 2022.

Monitoring report provided as separate Pdf.

Appendix G Figtree Hill Home Design Guidelines (Lendlease May 2019)

Extract from Figtree Hill Home Design guidelines regarding fencing of home lots to be dog proof

13

Fencing

Fencing that is well designed has a positive impact on your home and street. Generally it is preferred that your landscape flows from the street to the front of your home, however, if fencing forward of your home creates usable outdoor space, you may choose to fence the space in a way that adds quality and activation to the street.

All fencing is subject to Council requirements and Lendlease approval.



Typical front fencing



Side and rear boundary fencing



Corner lot fencing

Front fencing, where desired forward of your home, is required to be:

- A minimum height of 900mm and a maximum height of 1.2m. Any required railing should be included when calculating these heights.
- The minimum acceptable front fencing specification is 100mm x 100mm dressed timber or metal posts with flat bar metal palisade infill. The infill must be at least 50% transparent.
- Acceptable materials also include painted or stained timber with exposed posts and panels that are either palisade or metal flat bar panels up to 1.2m high.
- Heritage reproduction styles (picket) are not permissible.
- On corner lots, the front fence is to continue around the corner on the secondary street frontage to meet with the required corner lot fencing.

Fencing fronting a secondary frontage or public open space is required to be:

- Maximum height of 1.8m including railing.
- The corner lot fencing specification is 100mm x 100mm square hollow section (SHS) Colorbond posts, with either vertical or horizontal slats in either H/L, treated, dressed and painted pine, redwood or metal in a colour to complement your home. Slats are to be spaced at between 50mm and 100mm. All posts and rails are to be installed internally to face the lot, leaving a smooth finish to the external face of the fencing. This style must return to the dwelling.
- Corner lot fencing on the secondary street frontage is to extend to a maximum of 4m behind the main front facade.
- The side and rear boundary style of fencing is not permitted in this location.

Internal Boundary Fencing is required to be:

- Maximum 1.8m high in Synaghe 'Greenstower' or equivalent profile in Woodland Grey Colorbond colour. Always consult your neighbour prior to installation.
- Fencing not visible from the street should match the standard fence as specified above.
- This fence must finish 2.5m from the front boundary of the home and return to the side wall of the home. Where a front fence is proposed, the side fence height must drop at the front building line of the home to the front fence height.

Fencing by Lendlease:

- Where indicated on the Building Envelope Plan, Lendlease will build fence decorative fencing along open space boundaries, project boundaries and high profile lot boundaries. This fencing cannot be altered, removed, damaged or modified in any way without prior written approval by Lendlease.

Appendix H Example signage showing prohibition of certain activities in Council Reserves

Example Council Reserve Signage

You are entering Smith's Creek Reserve – a Critically Endangered Vegetation Community



Smith's Creek Reserve is home to many special species of plants and animals, including koalas (*Phascolarctos cinereus*).

Campbelltown City Council, in partnership with the local community and Greater Sydney Local Land Services, is currently undertaking bush regeneration works to remove weed species and help improve koala habitat within the reserve.

We ask that you respect the work being done to improve the reserve, and be mindful of the impact of your activities.





If you'd like to help by joining the Smith's Creek Bushcare Group, please contact Council's Environment Unit on 4645 4601.

SIMMOS BEACH RESERVE



LEGEND

- THE SIMMOS TRACK
- NORTH RIVER TRAIL
- SOUTH RIVER TRAIL
- QUARRY WALK
- WATERGUM WALK
- UNPAVED TRACKS
- PUBLIC TRAILS
- PICNIC AREA
- CANOE LAUNCH
- PLAYGROUND
- PARKING
- TOILETS

THE SIMMOS TRACK Circuit 3.9km | 1hr 40min
Grade 2 – Bushwalking experience recommended, long length formed track with some steps and steep inclines. Explore all corners of Simmos Beach taking in the Georges River and the diverse sandstone vegetation along the riparian – you will see the reserve in all its glory and might even see a Koala (*Phascolarctos ursinus*)!

NORTH RIVER TRAIL Circuit 2.4km | 1hr
Grade 2 – Suitable for families, medium length formed track with some steps and short inclines. Follow the riparian banks downstream along the Georges River, taking in the beauty of the large native sandstone cliffs and the lush vegetation and have your eyes peeled for Platypus (*Ornithorhynchus anatinus*) in the river.

WATERGUM WALK Circuit 0.8km | 30min
Grade 2 – Suitable for families with young children, short length formed track with some steps and steep inclines. Take a short stroll through the natural wetlands of the Watergum (*Blackbox* *Salicornia* *Salicornia*) and enjoy the changing river to ridgeside native vegetation.

SOUTH RIVER TRAIL Circuit 2.6km | 1hr 10min
Grade 2 – Bushwalking experience recommended, medium length formed track with some steps and steep inclines. Head upstream through the Grey Myrtles (*Blackbox* *Myrtus*) and enjoy the mirrored reflections of the large Grey Gum (*Eucalyptus punctata*) trees across the Georges River – you might even see a Swamp Wallaby (*Maculosa* *Maculosa*)!

QUARRY WALK Circuit 1.2km | 30min
Grade 2 – Suitable for families with young children, short length concrete path with minor elevation. Follow the easy grass concrete path as it winds its way through the untouched sandstone vegetation to the site of the old Simmos Beach sandstone quarry that was restored to recreational parkland in 1970.

Simmos Beach Reserve is one of Campbelltown's most valued assets, striking the perfect balance between conservation and recreation.


Grounded on traditional Aboriginal lands and the banks of the picturesque Georges River, the reserve is rich in biodiversity and home to threatened ecological communities as well as many threatened plants and animals, all of which are protected under both state and federal legislation.

The reserve was officially opened in 1980 by Campbelltown City Council, with a strong aim to conserve and improve the natural beauty, whilst providing a key recreational asset to the Campbelltown community. Since its opening, ongoing improvements have been made, including the installation of picnic and playground facilities, a sandy beach, the creation of the quarry zone and a network of popular walking trails.

The name Simmos Beach celebrates the local Simm family, who were the first to settle on the land. Simmos, who occupied the reserve during the mid-1800s prior to it being preserved as a recreational and recreational reserve.

 www.campbelltown.nsw.gov.au
To report illegal activity, please call Campbelltown City Council on 4845 4000

SIMMOS BEACH RESERVE



THE SIMMOS TRACK 3.9km ↑ ↓

CANOE LAUNCH + CAR PARK 950m →

SIMMOS BEACH + CAR PARK 800m →


PLAYGROUND 800m →

BEACH PICNIC AREA + CAR PARK 600m →

QUARRY PICNIC AREA 400m ↘

QUARRY LOOKOUT PICNIC AREA 300m ↘

Simmos Beach Reserve is open from 7am to dusk 7 days a week. For the comfort and safety of all visitors to the reserve, please observe all the signage and take reasonable care. The following activities are prohibited in this public place unless approved by Campbelltown City Council. Penalties may exceed \$110 in accordance with the Local Government Act 1993.




 www.campbelltown.nsw.gov.au
To report illegal activity, please call Campbelltown City Council on 4845 4000

Image courtesy CCC

Appendix I Fauna Underpass monitoring

Roads and Maritime Service Appin Road fauna underpass monitoring program provided as a separate Pdf.





EPBC ref: 2015/7599

Mark Anderson
Senior Development Manager
Lendlease Communities (Mt Gilead) Pty Ltd
Level 14, Tower Three, International Towers
Exchange Place, 300 Barangaroo Avenue
BARANGAROO NSW 2000

Approval of Koala Plan of Management Variation for Mt Gilead Residential Development, (EPBC 2015/7599)

Dear Mr Anderson

Thank you for your email dated 16 May 2023 to the Department of Climate Change, Energy, the Environment and Water, providing the latest version of the Koala Plan of Management for approval, in accordance with condition 7 of the above project under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

The department has reviewed the proposed variation to the Koala Management Plan and the consistency of the plan with condition 7 of the EPBC approval 2015/7599. On this basis, and as a delegate of the Minister for the Environment and Water (the Minister), I have decided to approve the Koala Plan of Management, Version 6, 28 April 2023. This version of the plan must now be implemented.

As you are aware, the department has an active monitoring program which includes monitoring inspections, desk top document reviews and audits. Please ensure that you maintain accurate records of all activities associated with, or relevant to, the conditions of approval so that they can be made available to the department on request.

Should you require any further information please contact Bryce Neville on (02) 5156 3438 or by email to Bryce.neville@dcceew.gov.au.

Yours sincerely

Martin Paull
A/g Branch Head
Environment Assessments NSW and ACT

30/5/23



FOLIO: 12/1261146

SEARCH DATE	TIME	EDITION NO	DATE
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20/2/2025	1:57 PM	10	27/12/2024

LAND

LOT 12 IN DEPOSITED PLAN 1261146
AT GILEAD
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MENANGLE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1261146

FIRST SCHEDULE

CAMPBELLTOWN CITY COUNCIL (T AU719773)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1218887 RIGHT OF CARRIAGEWAY 15 MERE(S) WIDE APPURTENANT TO
THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 AP494139 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 OF THE
PART FORMERLY IN 1/1240836
- 4 AP323293 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 OF THE
PART FORMERLY IN 61/752042
- 5 AU481718 BIODIVERSITY CERTIFICATION AGREEMENT (PART 8
DIVISION 5 BIODIVERSITY CONSERVATION ACT 2016)
AFFECTING THE PART DESIGNATED (B) IN DP1294461
- 6 DP1242643 EASEMENT FOR PADMOUNT SUBSTATION 5.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1242643
- 7 DP1242643 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1242643 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AU525816 BIODIVERSITY STEWARDSHIP AGREEMENT (PART 5 DIVISION
2 BIODIVERSITY CONSERVATION ACT 2016)

NOTATIONS

DP1188670 NOTE: PLAN OF PROPOSED EASEMENTS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 20/2/2025