



Report

EPBC Annual Compliance Report (EPBC 2015/7627)

Maxma Developments – 400 Strathyre Road, Prestons NSW

Prepared for:

The Elegant Group

Prepared by:

Advitech Pty Limited

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Declaration of accuracy

In making this declaration, I am aware that sections 490 and 491 of the Environment Protection and Biodiversity Conservation Act 1999 (Cth) (EPBC Act) make it an offence in certain circumstances to knowingly provide false or misleading information or documents. The offence is punishable on conviction by imprisonment or a fine, or both. I declare that all the information and documentation supporting this compliance report is true and correct in every particular. I am authorised to bind the approval holder to this declaration and that I have no knowledge of that authorisation being revoked at the time of making this declaration.

Signed _____

Full name (please print) _____

Position (please print) _____

Organisation (please print including ABN/ACN if applicable) _____

Date ____/____/____



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1. Introduction

Advitech Pty Limited (Advitech) was engaged by Maxma Developments (under part of The Elegant Group) to undertake an EPBC Annual Compliance Report.

It should be noted that this report was prepared by Advitech Pty Limited for The Elegant Group ('the customer') in accordance with the scope of work and specific requirements agreed between Advitech and the customer. This report was prepared with background information, terms of reference and assumptions agreed with the customer. The report is not intended for use by any other individual or organisation and as such, Advitech will not accept liability for use of the information contained in this report, other than that which was intended at the time of writing.

1.1 Purpose of this Report

This compliance report covers the reporting period between 16 June 2023 and 16 June 2024 in respect of EPBC Approval 2015/7627 issued to Maxma Developments on 21 November 2017. The purpose of this report is to document compliance with the conditions for the *Environment Protection Biodiversity Conservation Act 1999* (EPBC Act) Approval 2015/7627 Condition 8. Details of compliance are provided, and where appropriate, the timing of completion of individual actions is identified.

Table 1 : Key Project EPBC dates

Actions	Key Dates
Commonwealth Approval	21 November 2017
Commencement of the Action	16 June 2021
Expiry of Commonwealth Approval	30 November 2031

2. Background and Objectives

2.1 Overview of project

The subdivision for the Project was approved by Liverpool City Council in January 2020. Approval was granted by the Department of Agriculture, Water and the Environment (DAWE) under EPBC Approval 2015/7627.

The Project involved the subdivision at Lot 400 Strathyre Drive, Prestons 2170 (Lot 400/ DP1098281). The Project area is approximately 1.9ha, which has been divided into 47 allotments. The Project included the construction of infrastructure and services associated with residential subdivisions, including roads, footpaths, streetlights and mains water and sewerage connections. See Figure 1 for Project location.

2.2 Works undertaken during reporting period

All subdivision works (including Public domain works) were completed on 24 Feb 2024, and Maxma Developments received the Subdivision Certificate around May 2024.

From May 2024 until present, the Client has been selling all the sites, and at present the majority of the lots have been sold.

Works undertaken during the reporting period include some subdivision works between 02 June 2023 and 24 Feb 2024, a period of approximately 9 months.

Figure 1: Project Location



LEGEND

Project boundary



1:14000 / 1cm:14m

Job No. AV-J-251046
Folder No. F23778
5 May 2025
Rev 0
Image Source: Google Earth 2025

3. Approval Condition Compliance

Table 2 : EPBC Conditions Compliance Assessment

EPBC Condition No.	Approval Condition	Compliance Status	Comments and supporting documentation
1	The approval holder must not clear more than 2.29 hectares of Cumberland Plain Shale Woodlands and Shale-Gravel Transition Forest (CPW) within the proposed action area.	Compliant	In a Compliance Letter Report undertaken by Nala Environmental (June 2021), Nala stated that "at the time of the assessment conducted, the proponent had successfully carried out vegetation removal in accordance with the Vegetation Management Plan (VMP)." Noting compliance with the VMP and the Environmental Management Plan (EMP). Refer to Appendix A for Nala Compliance Letter.
2	To compensate for the loss of CPW, Grey-headed Flying-fox and Swift Parrot habitat at the proposed action area, prior to the commencement of the action, the approval holder must purchase and retire no less than 65 BioBanking Credits for CPW, as defined under the EPBC Act and associated policies.	Compliant	The Client, have provided evidence of the purchase of the BioBanking Credits for CPW, and a search of the NSW BioBanking Public Register shows that those have been retired, refer to Appendix B.
3	Following the retirement of credits as required under condition 2, the approval holder must submit a BioBanking Credit Retirement Report to the Department as evidence of compliance, prior to commencement of the action.	Compliant	Client have provided proof of submission of BioBanking Credit Retirement Report to the Department, email dated 11 May 2021. Refer to Appendix C.
4	To compensate for the loss of CPW, Grey-headed Flying-fox and Swift Parrot habitat at the proposed action area, the approval holder must ensure that the BioBanking Agreement(s) for the BioBank site(s) secured, includes:	See below	See below



EPBC Condition No.	Approval Condition	Compliance Status	Comments and supporting documentation
	A) specific reference to CPW at the proposed action area impacted by the proposed action;	Non-Compliant	<p>No specific mention of CPW at the proposed action area (i.e. the Project area) is mentioned in the BioBanking Agreements.</p> <p>It is however, thoroughly described and shown in the Preliminary Assessment Information Report undertaken by Biosis. The Client has mentioned that the developer had no control over the BioBanking Agreements as they are managed and agreed by the Office of Environment and Heritage. If this is the case, it would seem this condition was unable to be complied with, however is out of control of the developer.</p>
	B) a description of the management measures that will be implemented;	Compliant	Management measures for the BioBanking Agreements are included in Annexure C of Appendix D and Annexure C of Appendix E.
	C) performance indicators for evaluating the management of the BioBank site(s);	Compliant	Performance indicators have been included within the Management Actions sections of the BioBanking Agreements, see Annexure C of Appendix D and Annexure C of Appendix E.
	D) corrective measures and contingency measures (including evaluation measures) that will be used in the event that performance indicators are not met.	Non-compliant	<p>No specific corrective actions or contingency measures to be used in the event that performance indicators are not met are detailed in the BioBanking Agreements. There are recording sections for actions taken and proposed recommended actions post incident or event but no specific corrective measures or contingency measures.</p> <p>The Client has mentioned that the developer had no control over the BioBanking Agreements as they are managed and agreed by the Office of Environment and Heritage. If this is the case, it would seem this condition was unable to be complied with, however is out of control of the developer.</p>

EPBC Condition No.	Approval Condition	Compliance Status	Comments and supporting documentation
5	As evidence of compliance with Condition 4, the approval holder must provide the Department with a copy of the BioBanking Agreement(s), prior to the commencement of the action.	Non-compliant	The Client requested an extension for this, to resolve, where possible the consent issues they are facing surrounding the unredacted versions of the BioBanking Agreements, however the department has since issued an official warning for the contravention and closed the matter, so this is now considered non compliant.
6	Within 14 days after the commencement of the action, the approval holder must advise the Department in writing of the actual date of commencement.	Compliant	Client was able to supply evidence of this being achieved. Letter of receipt of Notification of Commencement Date from the Department of Agriculture, Water and the Environment (DAWE). This states that email was sent from developer on the 30 June 2021 and action commenced on the 16 June 2021. (Appendix F)
7	The approval holder must maintain accurate records substantiating all activities associated with or relevant to the conditions of approval, and make them available upon request to the Department. Such records may be subject to audit by the Department or an independent auditor in accordance with section 458 of the EPBC Act, or used to verify compliance with the conditions of approval. Summaries of audits will be posted on the Department's website. The results of audits may also be publicised through the general media.	Not Applicable	Condition 7 has not been triggered as no request for audit from the Department has been made at the time of preparing this report.



EPBC Condition No.	Approval Condition	Compliance Status	Comments and supporting documentation
8	<p>Within three months of every 12 month anniversary of the commencement of the action, the approval holder must publish a report on their website addressing compliance with each of the conditions of this approval, including implementation of any management plans as specified in the conditions. Documentary evidence providing proof of the date of publication and non-compliance with any of the conditions of this approval must be provided to the Department at the same time as the compliance report is published.</p> <p>Reports must remain published for the life of the approval. Reports must continue to be published until such time as advised by the Minister in writing.</p>	Non-Compliant	No Annual Compliance Reports have previously been undertaken, or published on the website as of the 26 May 2025
	Annual Compliance Report – 16 June 2021 – 16 June 2022	Non-Compliant	<p>First EPBC Annual Compliance report was due by the 16 September 2022, as confirmed in the receipt of Notification of Commencement Date Letter from DAWE dated 06 July 2021.</p> <p>Not undertaken within the required 3 month period of 12 month anniversary of commencement of action</p>
	Annual Compliance Report – 17 June 2022 – 16 June 2023	Non-Compliant	Not undertaken within the required 3 month period of 12 month anniversary of commencement of action
	Annual Compliance Report – 17 June 2023 – 16 June 2024	Non-Compliant	Not undertaken within the required 3 month period of 12 month anniversary of commencement of action (This is this EPBC Annual Compliance Report – May 2025)
	Annual Compliance Report – 17 June 2024 – 16 June 2025	Not Applicable	Not yet due.



EPBC Condition No.	Approval Condition	Compliance Status	Comments and supporting documentation
9	Upon the direction of the Minister, the approval holder must ensure that an independent audit of compliance with the conditions of approval is conducted and a report submitted to the Minister. The independent auditor must be approved by the Minister prior to the commencement of the audit. Audit criteria must be agreed to by the Minister and the audit report must address the criteria to the satisfaction of the Minister.	Not Applicable	Condition 9 has not been triggered as no request has been received from the Minister for an independent audit.
10	If, at-any time after five (5) years from the date of this approval, the approval holder has not commenced the action, then the approval holder must not commence the action without the written agreement of the Minister.	Not Applicable	Commenced Action 02 June 2021



4. New Environmental risks

Over the course of the 2023/2024 reporting period, no new risks have been identified.

The Client will continue to monitor and manage environmental risks as the project progresses.

5. Summary of findings

The client has ten listed EPBC compliance conditions. Of those 10 conditions there are 17 areas for checking compliance. Of the 17 compliance checks, six (6) were considered compliant, seven (7) non-compliant and four (4) not applicable.

It is recommended that the non-compliant conditions be addressed and amended where required so that compliance can be achieved. However, it is important to note that the EPBC Annual Compliance Reports will be considered non-compliant, as they were not undertaken within the specified timeframe.



Appendix A

Nala Compliance Letter

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Narla Environmental Pty Ltd

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30th June, 2021

1. Background

An experienced ecologist from Narla Environmental Pty Ltd (Narla) attended Lot 400 Strathyre Drive, Prestons, NSW 2170 (Lot 400/-/DP1098281; hereafter the 'Project Area') on the 14th of May, 15th of June and 16th of June 2021 to oversee works, and certify compliance with condition 7 and condition 8 of the notice of determination (DA-188/2015).

2. Compliance Condition 7

2.1 Compliance with the Vegetation Management Plan

At the time of the assessment conducted on the 17th of June 2021, the proponent had successfully carried out vegetation removal in accordance with the Vegetation Management Plan (VMP). Specifically, the proponent had successfully met the following outcomes:

- Prepared and implemented an Ecological Management Plan (EMP);
- Erected temporary fencing to delineate the retained riparian vegetation from the vegetation proposed for removal, prior to the commencement of works;
- Removed all environmental and priority weeds from the site in line with the VMP requirements; and
- Where appropriate, mulched native vegetation from the site for re-use on the site to stabilise bare ground.

3. Compliance Condition 8

Compliance with the EMP is a requirement under condition 8 of the notice of determination (DA-188/2015). The proponent has successfully met the following outcomes:

- Assigning a Project Ecologist;
- Pre Clearing Surveys; and
- Clearing Supervision.

3.1 Assigning a Project Ecologist

At the time of the assessment conducted on the 17th of June 2021, Narla had been engaged to carry out the following actions:

- Undertake pre-clearing survey; delineating habitat-bearing trees and shrubs to be retained/removed; and
- Supervise the clearance of trees and shrubs (native and exotic) in order to capture, treat and/or relocate any displaced fauna.

3.1.1 Licenses and Permits

All Narla staff hold tertiary degrees in ecology or environmental science and are experienced and trained in ecological survey techniques and fauna handling.

The following relevant licenses are held by Narla:

- Current Scientific Licence issued by the Department of Planning, Industry and Environment (SL101036); and
- Animal Research Authority (section 25 of the Animal Research Act 1985) for handling wildlife.

3.2 Pre-Clearing Assessment

A pre-clearance inspection was conducted on the 14th of May 2021 by Narla ecologist Stefan Giessler. The scope of the pre-clearing inspection included checks for:

- Habitat for all fauna (particularly threatened fauna) including:
 - Habitat trees including hollow-bearing trees, decorticated bark, existing nest boxes and bird nests (that could provide habitat for birds, frogs, reptiles, small mammals and microbats);
 - Crevices and culverts (habitat for frogs, reptiles, small mammals and microbats);
 - Fauna burrows and warrens;
 - Termite mounds (habitat for reptiles and birds);
 - Dams and drainage lines (habitat for fish, frogs and water birds);
 - Any other habitat features that may support fauna species;
- Locations of any threatened flora species (including TECs);
- Locations of all weeds listed as Priority under the Biosecurity Act 2015;
- Opportunistic sightings or the evidence of fauna (including fresh scats, scratches and remains of prey) utilising habitat within the Project Area; and
- Locations of nearby habitat (outside the Project Area) suitable for the release of fauna that may be encountered during clearing.

3.2.1 Demarcation of Habitat

All identified habitat was demarcated using the following method:

- Wrapping red and white tape around the habitat item;
- Writing a identification number on a tag attached to each habitat item, to be cross referenced at the time of clearing;
- Spray painting a circle enclosed in a 'H' for habitat on three side of each confirmed habitat feature where applicable; and
- Photographing each feature from a distance if applicable to enable a view of the whole tree, and up close to enable a view of the tree identification number.

3.2.2 Stag Watches

During the pre-clearing survey assessment, the attending ecologists completed a twenty (20) minute stag watch for all identified hollow-bearing trees.

No fauna were observed entering or exiting the hollows during the pre-clearing assessment on the 14th of May 2021.

3.2.3 Cumberland Plain land Snail

Narla ecologist traversed the entire Project Area, and conducted searches within all suitable habitat for *Meridolum corneovirens* (Cumberland Plain Land Snail) in accordance with the Environmental Impact Assessment Guidelines: CPLS (NPWS 2000). Searches included:

- Rolling logs and building debris;
- Flipping large bark debris;
- Raking leaf litter;
- Searching the bases of native trees;
- Searching bases of native sedges and dense grasses;
- Searching around moist areas (e.g. drains and depressions); and
- Searching around areas of fungal fruiting bodies.

No Cumberland Plain Land Snails were located during the pre-clearing assessment on the 14th of May 2021.

3.2.4 Identified Habitat Features

Four (4) habitat trees were identified within the Project Area during the pre-clearing survey. Details on all identified habitat trees are presented in **Table 3-1** and presented within **Appendix A**.

Table 3-1. Habitat trees recorded within the Project Area.

Tag #	Habitat Feature	Coordinates		Class of Hollow	Scientific Name	Common Name
		Latitude	Longitude			
HT01	Hollow	-33.951427	150.869266	1 x Small	<i>Eucalyptus Tereticornis</i>	Forest Red Gum
HT02	Hollow	-33.951683	150.870972	1 x Small	<i>Eucalyptus Moluccana</i>	Grey Box
HT03	Hollow	-33.9518	150.870953	1 x Small	<i>Eucalyptus Moluccana</i>	Grey Box
HT04	Hollow	-33.952305	150.871123	1 x Small	<i>Eucalyptus Moluccana</i>	Grey Box

3.2.5 Predesignated Release Zones

During the pre-clearing assessment the ecologist assessed adjoining areas of bushland to identify a suitable release zone for fauna that may be encountered during clearing. The location of predesignated release zones is presented in **Appendix B**.

3.2.6 Priority Weeds

The following priority weed were identified within the Project Area and demarcated with pink flagging :

- *Asparagus aethiopicus* (Ground asparagus);
- *Asparagus asparagoides* (Bridal creeper);
- *Senecio madagascariensis* (Fireweed);
- *Olea europaea* subsp. *cuspidate* (African Olive); and
- *Lantana camara* (Lantana).

The location of all priority weeds is illustrated within **Appendix A**.

3.3 Clearing Supervision

Clearing supervision was carried on the 16th and 17th of June 2021 by Narla ecologist Stefan Giessler. All habitat features identified during the pre-clearing survey were cleared under the supervision of a qualified ecologist. All vegetation was removed in accordance with the EMP (Narla 2021), including the incorporation of a two staged habitat removal process.

3.4 Vegetation Clearing Procedure

3.4.1 Stage 1 Clearing: Areas where no habitat features have been identified

Where no habitat features had been identified during the pre-clearing survey, clearing was undertaken in a single-stage process.

3.4.2 Stage 1 Clearing: Areas where habitat features have been identified

Habitat features that were identified during the pre-clearing surveys were not cleared as part of the single-stage process (see **section 3.4.3**).

3.4.3 Stage 2 Clearing: Habitat removal

Stage 2 clearing occurred 24 hours after Stage 1 clearing. Habitat features identified during the pre-clearing surveys were removed during Stage 2. The project ecologist was present during the removal of all habitat features to capture and relocate fauna. The following objectives were achieved prior to, and throughout 'Stage 2 Habitat Removal:

- Identified habitat (e.g. coarse woody debris and microhabitat) will be left for at least 24 hours after removing non-habitat vegetation to allow fauna to escape;
- Nests and on ground logs will be carefully inspected by a suitably qualified ecologist;
- Any fauna species are to be relocated to habitat identified during the pre-clearing process or, if injured transported to a veterinarian or wildlife carer;
- Trees will be inspected immediately prior to felling. The project ecologist should capture and/or remove fauna that have the potential to be disturbed, injured or killed as a result of clearing activities. All fauna will be relocated into pre-determined locations;
- Remove habitat trees as carefully as possible to avoid injury to any fauna still remaining in trees. The project ecologist, may recommend soft-felling, habitat agitation or other means to carefully displace fauna prior to tree removal.
 - Where possible, hollow-bearing trees or trees with nests will be mechanically shaken or agitated prior to felling to encourage any remaining animals to either leave the tree or alert the project ecologist to their presence;
 - Importantly, the equipment used to fell trees will be appropriately sized to handle the majority of trees on-site and the operator skilled in removing habitat trees and the two- stage clearing procedure;
 - The project ecologist will work in conjunction with the machinery operator to identify the most benign method of dislodging fauna and for felling trees such as gently pushing the tree and lowering or felling using a forestry harvester or an arborist (and not with the use of an excavator mounted closed chipper) to avoid sudden falling as this is likely to injure wildlife; and
 - In the event that arboreal animals do not move or they cannot be captured because the tree hollow is too large, high or its recovery would breach OH&S requirements then the tree will be felled (in the direction of other tree debris if possible) and animals recovered post-felling.

3.5 Post Clearing Results

Four (4) habitat trees were removed during the clearing works. The results of the clearing supervision and status of identified habitat trees are outlined within **Table 3-2**.

Table 3-2. Inventory of habitat trees recorded within the Project Area and their clearing status.

Tag #	Habitat Feature	Date Cleared	Tree Species	Initial Hollow Count	Actual Hollow Count	Fauna Present
HT01	Hollow	17.06.21	<i>Eucalyptus Tereticornis</i>	1 x small	1 x small hollow	1 x <i>Trichoglossus moluccanus</i> (Rainbow Lorikeet)
HT02	Hollow	17.06.21	<i>Eucalyptus Moluccana</i>	1 x small	1 x medium Hollow	None
HT03	Hollow	17.06.21	<i>Eucalyptus Moluccana</i>	1 x Small	2 x small hollow	2 x <i>Trichoglossus moluccanus</i> (Rainbow Lorikeet)
HT04	Hollow	17.06.21	<i>Eucalyptus Moluccana</i>	1 x small	1 x small hollow	None

3.5.1 Encountered Fauna

Three (3) juvenile *Trichoglossus moluccanus* (Rainbow Lorikeet) were encountered on the 17th of June 2021 during the removal of habitat trees. All juvenile lorikeets were taken to Ingleburn Veterinary Hospital.

One (1) *Tiliqua scincoides* (Blue Tongue Lizard) and one (1) *Pogona barbata* (Eastern Bearded Dragon) were encountered during stage 1 clearing. Details on the capture and release of all encountered fauna are detailed within **Table 3-3**.

Images of all encountered fauna are presented within **Appendix C**.

Table 3-3. Fauna Encountered during clearing.

Species	Date Encounter	Coordinates		Capture Condition	Release Coordinates		Release Condition
		Latitude	Longitude		Latitude	Longitude	
<i>Trichoglossus moluccanus</i> (Rainbow Lorikeet)	17/06/2021	-33.951427	150.869266	Healthy	Not released. Taken to Ingleburn Veterinary Hospital.		NA
<i>Trichoglossus moluccanus</i> (Rainbow Lorikeet)	17/06/2021	-33.9518	150.870953	Healthy			NA
<i>Trichoglossus moluccanus</i> (Rainbow Lorikeet)	17/06/2021	-33.9518	150.870953	Healthy			NA
<i>Pogona barbata</i> (Eastern Bearded Dragon)	16/06/2021	-33.952280	150.871133	Healthy	-33.952981	150.871330	Healthy
<i>Tiliqua scincoides</i> (Blue Tongue Lizard)	17/06/2021	-33.951412	150.869200	Healthy	-33.952745	150.871986	Healthy

3.5.2 Hollow Salvage

No hollows were salvaged during clearing on the 16th and 17th of June 2021. Felled hollows from HT01 and HT03 were modified to recover juvenile *Trichoglossus moluccanus* (Rainbow Lorikeets), the modified hollows were not suitable for relocation. Hollows from HT02 and HT04 were of low quality, lacked structural integrity and consequently were damaged during removal.

Yours sincerely,

Stefan Giessler
Project Manager/ Ecologist
Narla Environmental


Appendix A. Pre clearing Survey Map




Appendix B. Relocation Map




Relocation Map

 Project Area


 Relocation Zone

Animal Relocations

 *Tiliqua scincoides* (eastern blue-tongue lizard)


 *Pogona barbata* (eastern bearded dragon)

0 20 40 60 80 m



 **NARLA**
environmental

Date: 23/06/2021
Coordinate System: GDA94 MGA Zone 56
Image Source: Nearmap Asutralia Pty Ltd [May 2021]



Appendix C. Images of Encountered Fauna



Plate 1. Captured *Pogona barbata* (Eastern Bearded Dragon)



Plate 2. *Trichoglossus moluccanus* (Rainbow Lorikeet) captured in HT01.



Plate 3. *Trichoglossus moluccanus* (Rainbow Lorikeet) captured in HT03.



Plate 4. Captured *Tiliqua scincoides* (Blue Tongue Lizard)



NARLA

environmental

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Appendix B

BioBanking Purchase and Retirement

Search results for credit owner ID

Credit register ID - 485

matched 4 records

Credit owner(s): Maxma Developments Pty Ltd

Ecosystem credits

Agreement ID	Credit ID	Vegetation Code	CMA subregion	Surrounding vegetation	Patch size	Vegetation formation	Credit Status	Available Credits
120	530	HN526	Cumberland - Hawkesbury/Nepean	31-70%	>100 ha	GRW	Issued	6
274	2,538	HN528	Cumberland - Hawkesbury/Nepean	31-70%	>100 ha	GRW	Issued	33
274	2,537	HN528	Cumberland - Hawkesbury/Nepean	31-70%	>100 ha	GRW	Issued	32

Species credits

Agreement ID	Credit ID	Scientific name	Common name	Credit status	Available Credits
See note	665	<i>Meridolum corneovirens</i>	Cumberland Plain Land Snail	Issued	16

Note: Details on sensitive species covered by Department of Environment & Climate Change's (DECC) Threatened Species Information Disclosure Policy will not be included within the biobanking agreement available from the public register. Credit details relating to these species are provided without links to the biobanking agreement.

Credit retirement report

Effective date: 01-October-2020

Transaction number: 202010-RT-577

Credit owners' details

Credit owner ID: 485

Name of credit holder: Maxma Developments Pty Ltd

Other owner(s):

No other owners

Reason for retirement: satisfy obligations relating to Statement ID 25

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)
6	530	120	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury/Nep ean	31-70%	>100 ha	GRW
32	2,537	274	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
33	2,538	274	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

Species credit(s) retired					
Number of credits	Credit profile ID	Agreement ID	Species type	Scientific name	Common name
16	665	378	Fauna	Meridolum corneovirens	Cumberland Plain Land Snail

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



Appendix C

Documentation of BioBanking retirement notification email

Narelle Harvey

From: Richard Gong <IMCEAEX-_o=ExchangeLabs_ou=Exchange+20Administrative+20Group+20+28FYDIBOHF23SPDLT+29_cn=Recipients_cn=9418108921914645ac5edf2074738665-Richardg@AUSP282.PROD.OUTLOOK.COM>
Sent: Tuesday, 11 May 2021 4:45 PM
To: postapproval@environment.gov.au.
Cc: Adam Huang; Nathan Soe; Sarah Cardenzana
Subject: FW: EPBC 2015/7627 - Notice of Commencement of the Action for Residential Subdivision of Land at Lot 400 Strathyre Drive, Prestons NSW
Attachments: Credit retirement report 202010-RT-577_Maxma.pdf; BA 120 - Final Blacked Out PDF Version.PDF; BA 274 - Final Blacked Out PDF Version.PDF; DA ATTACHMENT 2 Controlled Action.pdf

Dear Officer,

I'm writing on behalf of Maxma Development Pty Ltd to inform you that the commencement of the approved action is scheduled on 24 May 2021 (see EPBC Act referral 2015/7627). We will clear no more than 2.29 hectares of Cumberland Plain Shale Woodlands and Shale-Gravel Transition Forest (CPW) within the **proposed action area**.

I've attached the **BioBanking Credit Retirement Report** as evidence of compliance (relating to Biobanking Statement ID 25).

The **Biobanking agreement ID number: 120 and agreement ID number: 274** have also been attached to this email for your records.

We have engaged Narla Environmental Pty Ltd to work as the project ecologist for clearing supervision and auditing. The pre-clearing survey is scheduled on 13th May 2021 and the vegetation clearing is scheduled between 24 May 2021 and 28 May 2021.

I'll be the main contact person for this project and my contact details can be found below:

Number: 02 9279 2888

Email: richardg@citypd.com.au

Address: Suite 28.02, Level 28, 31 Market Street, Sydney 2000

If you have any questions, please do not hesitate to contact me.

Kind regards,

Richard Gong

Design Manager | Project Coordinator



City Projects & Developments Pty. Ltd.

Suite 28.02, Level 28, 31 Market Street, Sydney 2000

T: +61 2 92792888 | F: +61 2 92792999

E: richardg@citypd.com.au

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Appendix D

BioBanking Agreement 1

**Biobanking agreement
ID number: 120**

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

For

297967E 6247423N

for



**Office of
Environment
& Heritage**

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

This agreement made on the day of **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 [REDACTED] (**'the landowner'**) of [REDACTED] on the other part.

Background

- A The landowner is the owner of that parcel being [REDACTED] (**'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. The biobank site covered by this agreement consists of approximately 19.37 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 Not applicable.
- 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.

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

‘biobank site boundary map’ means the map entitled Map B: BioBank Site Boundary- [REDACTED] - dated 26/02/2013 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 Director General 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 Director General 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, Department of Premier and Cabinet

‘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

‘Director General’ 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

‘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 Director General in accordance with the provisions of Annexure C)

‘management zone’ means those areas of the biobank site identified on the map entitled Map D: Management zones- [REDACTED] - dated 26/02/2013 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 Office of Environment and Heritage, NSW Department of Premier and Cabinet

‘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

'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 cluse 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 within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce imminent risk of serious personal injury or damage to property.	All zones
Carrying out of any activity authorised by or carried out in accordance with Petroleum Exploration Licence (PEL) 2 of the Petroleum (Onshore) Act 1991 or any other petroleum title that may be granted under that Act.	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 human activity reasonably considered necessary to remove or reduce imminent risk of serious personal injury or damage to property.	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. The use of motorised vehicles is only permitted to undertaking the management activities specified in Annexure C to this agreement.	All zones
Research and monitoring activities to meet Parklands Environmental functions (<i>in accordance with the Western Sydney Parklands Act, 2006</i>) to conserve and protect the natural landscape and ecological corridors to the extent that the condition of the vegetation on the site is not degraded.	All zones
Research and monitoring activities to support pure and applied research studies that assist in increasing knowledge to conserve and protect the natural landscape and ecological corridors to the extent that the condition of the vegetation on the site is not	All zones

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
degraded.	

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 [REDACTED] 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 Director General.

6 Biodiversity credits

6.1 The Director General 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 [REDACTED] by the landowner excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: [REDACTED] 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 Director General within the timeframe specified in Annexure D.
- 7.3 The landowner must notify the Director General 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 Director General 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 Director General in writing of any change of:
- 9.1.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or
 - 9.1.2 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 Director General 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 Director General, an authorised officer or an officer of OEH 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 Director General, 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, Director General, 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, Director General, 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 Director General
 - (c) the employees or officers of the Director General
 - (d) any other person acting under the direction or control of the Minister or Director General 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 Director General 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 Director General 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 Director General or a person duly authorised by the Director General, 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 Director General 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 Director General'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 Director General, may authorise any officer of OEHL to do any thing that the Director General 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 Office of Environment and Heritage
PO Box A290
SYDNEY SOUTH NSW 1232
Fax [REDACTED]
Attention (nominated officer) [REDACTED]

Landowner

Address [REDACTED]
[REDACTED]
Fax [REDACTED]
Attention [REDACTED]

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 Director General'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
Terry Bailey, Chief Executive, 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:

Terry Bailey

Date

Witness signature

Date

Witness name

Witness address

Signed by the landowner/s or director/s

[Redacted]

[Redacted]

[Redacted]

Date

In the presence of

Witness signature

Date

Witness name

Witness address

Seal (if signing under seal):

The Chief Executive approves Annexure C and Annexure D as a property management plan prepared by the Landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

Signed by
Terry Bailey, Chief Executive, Office of
Environment and Heritage, as delegate under
Section 113B of the *Threatened Species
Conservation Act 1995* in the presence of:

Terry Bailey

Date

Witness signature

Date

Witness name

Witness address

Annexure A: Maps of biobank site

Map A: Site Context- [REDACTED]-dated 26/02/2013

Map B: Site Boundary- [REDACTED] – dated 26/02/2013

Map C: Vegetation Zones- [REDACTED] - dated 26/02/2013

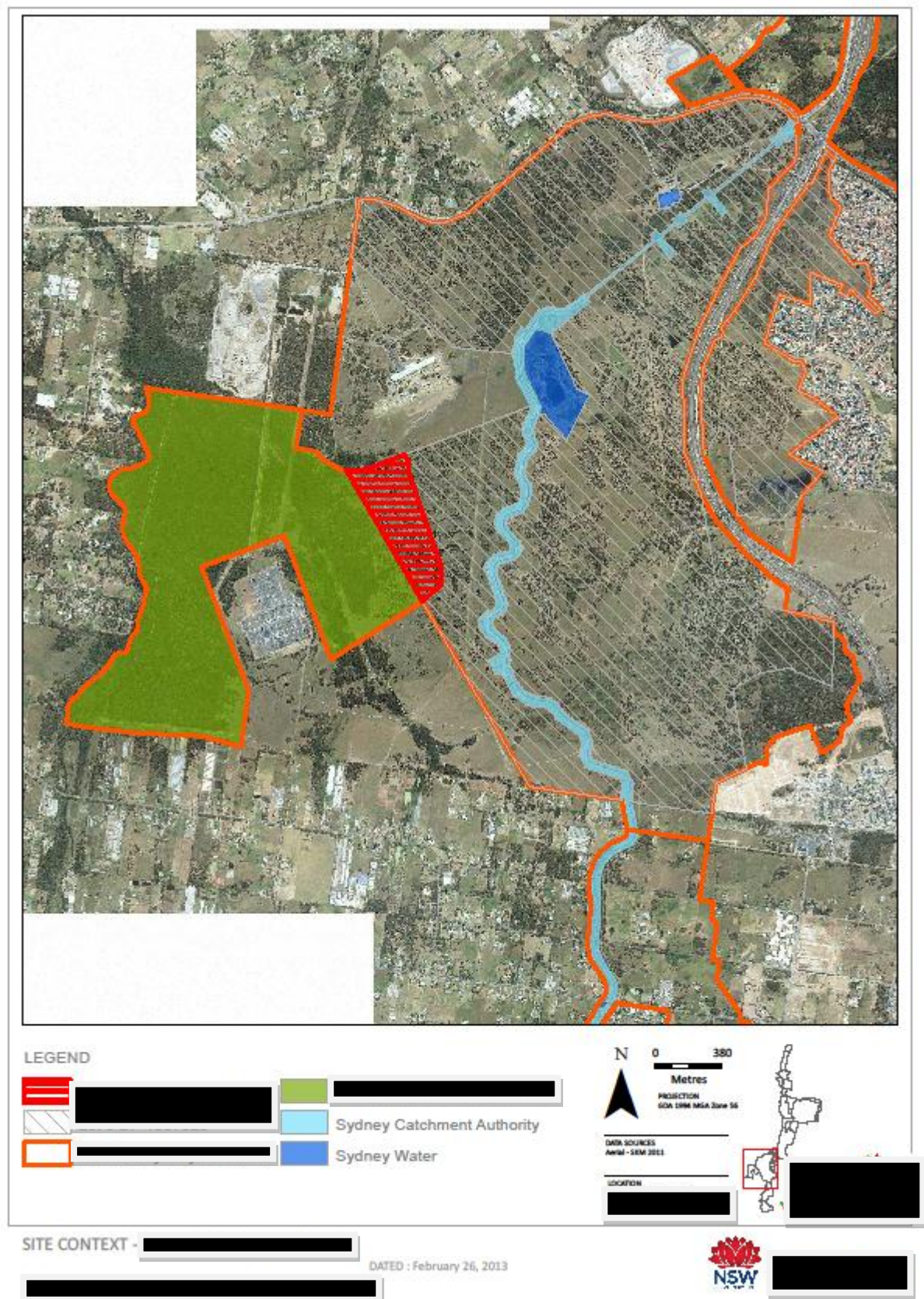
Map D: Management Zones- [REDACTED]-dated 26/02/2013

Map E: Photo Points- [REDACTED]-dated 26/02/2013

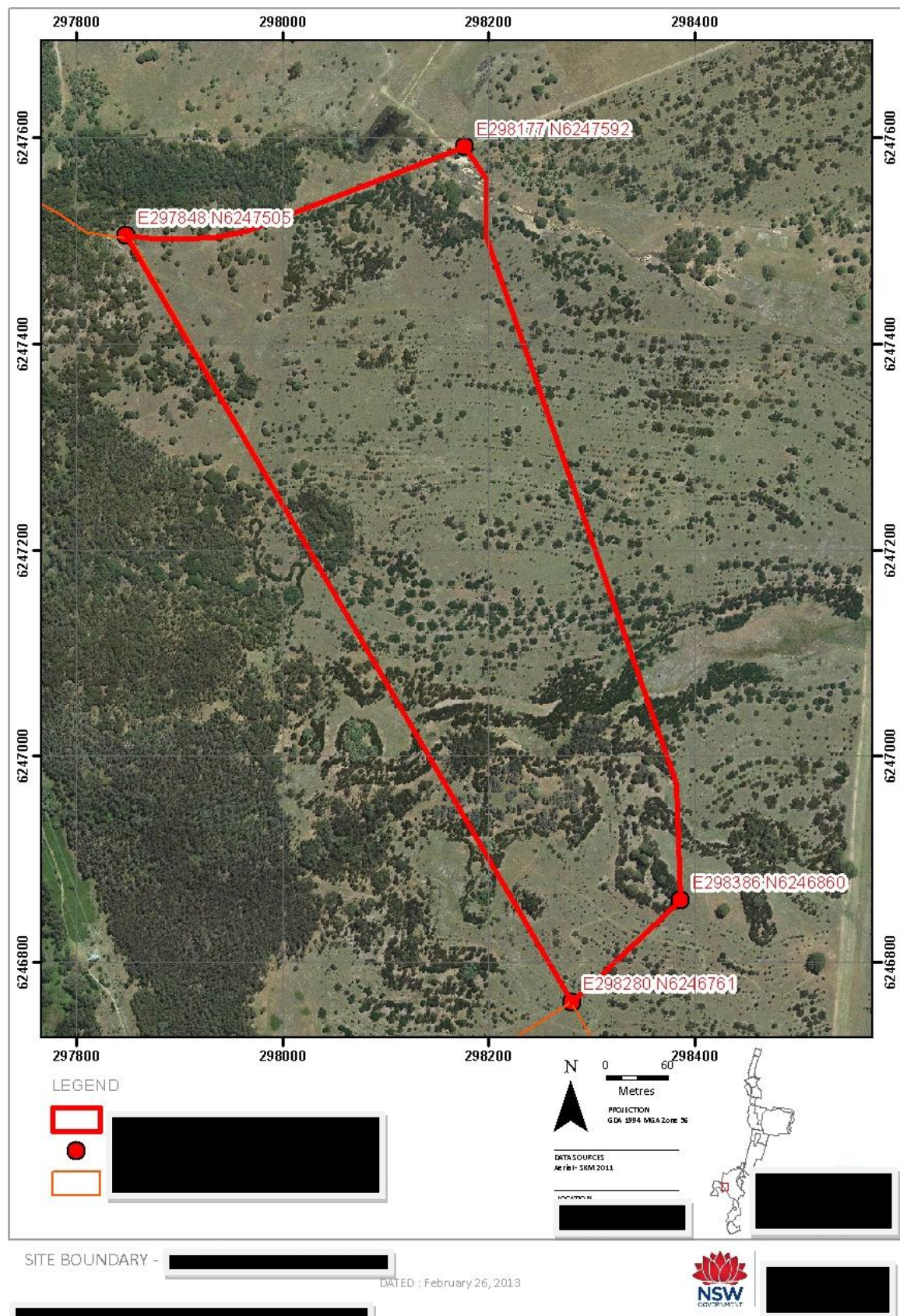
Map F: Property Management Actions- [REDACTED]-dated 26/02/2013

Map G: Ecological Burn Units- [REDACTED]-dated 26/02/2013

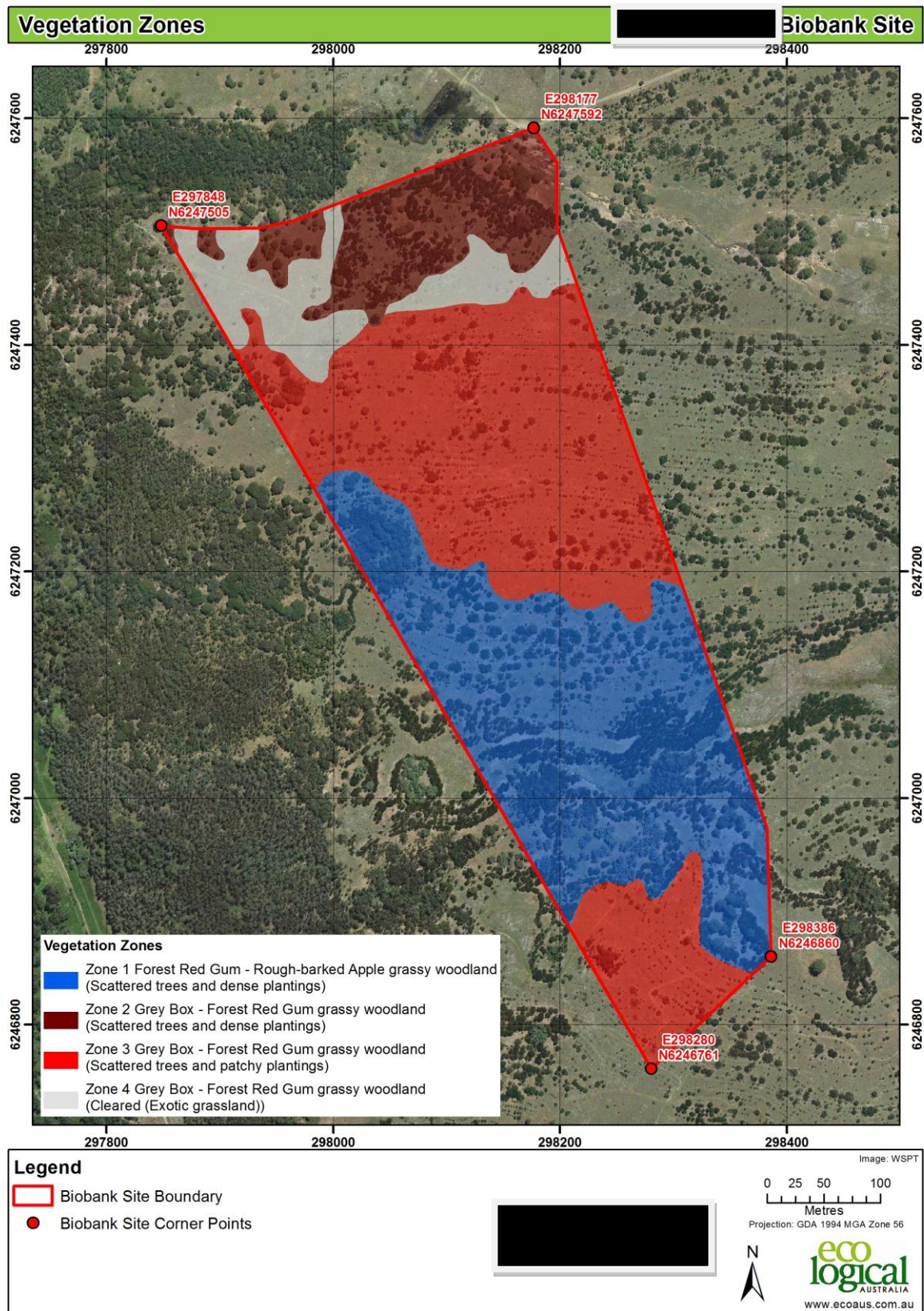
Map A: Biobank Site Context- [REDACTED] - dated 26/02/2013



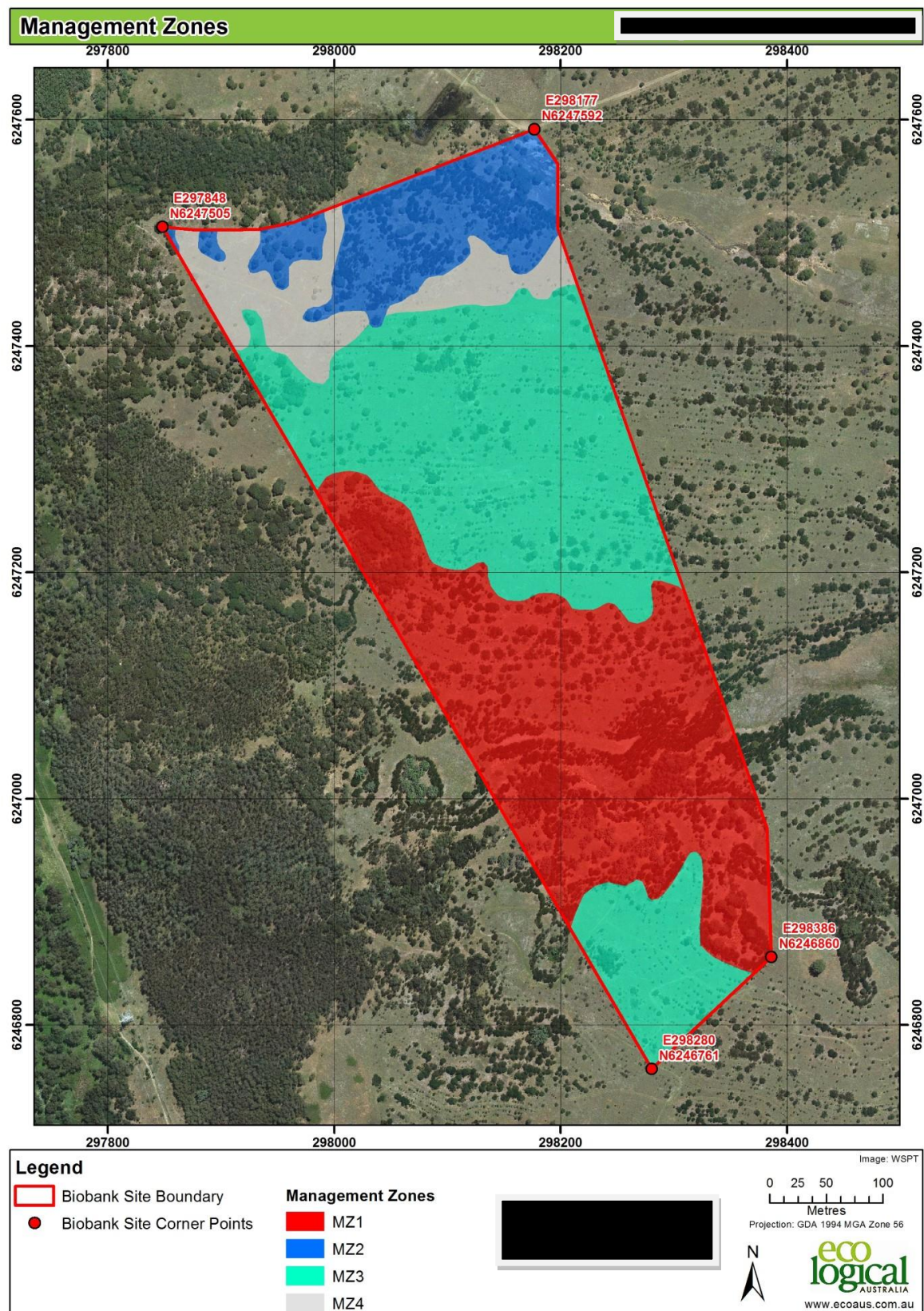
Map B: BioBank Site Boundary- [REDACTED] - dated 26/02/2013



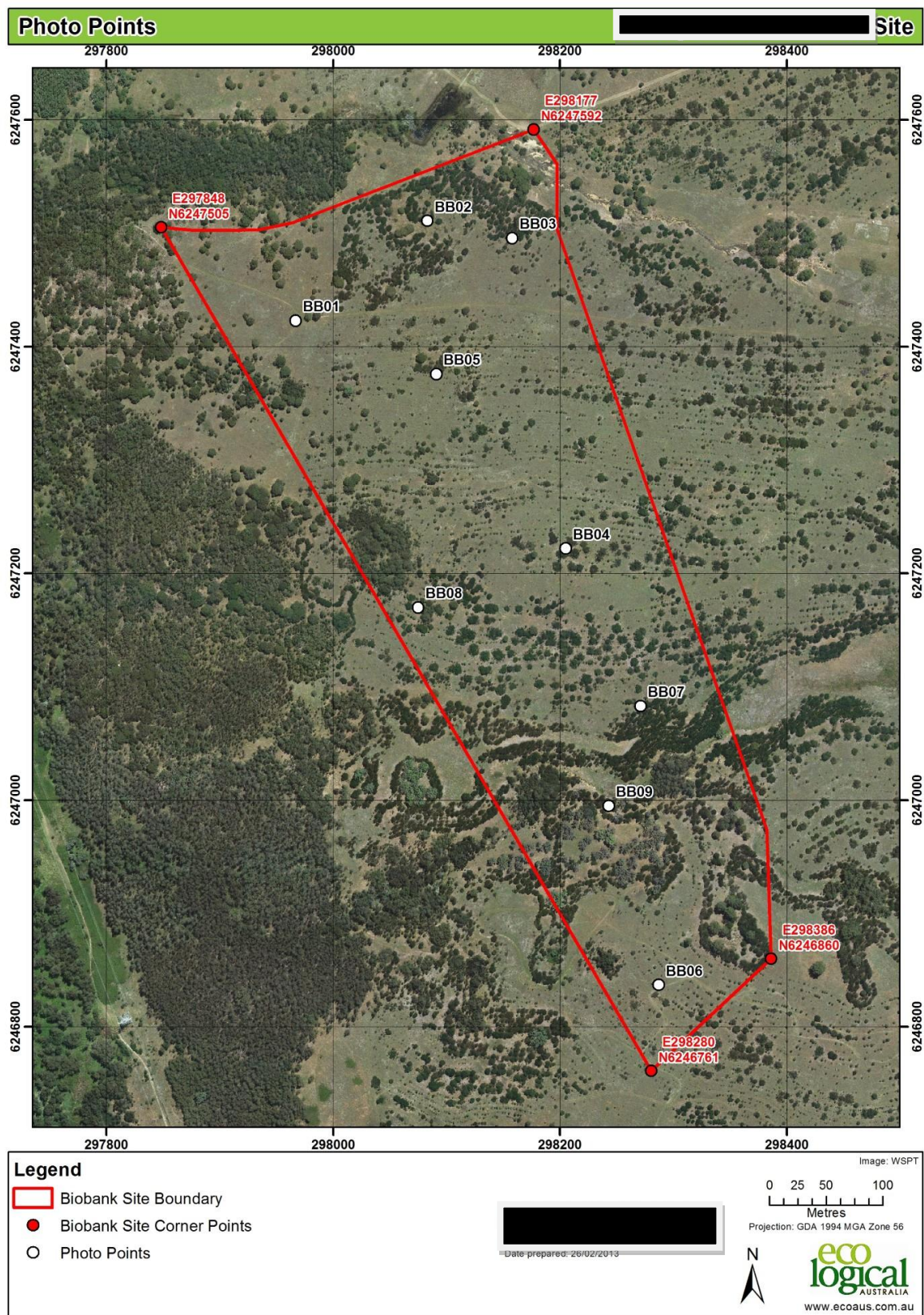
Map C: Vegetation Zones- [REDACTED] -dated 26/02/2013



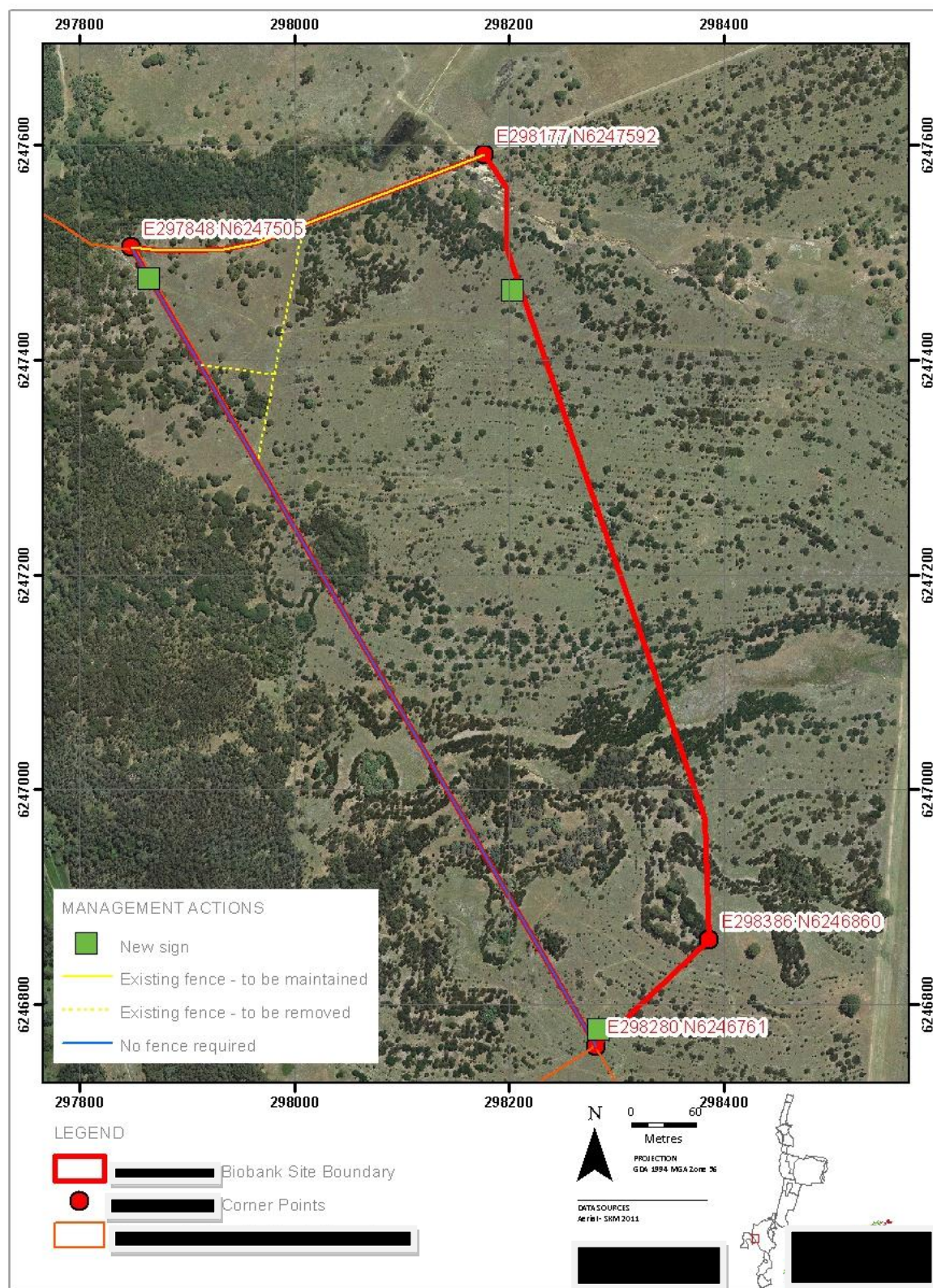
Map D: Management Zones- [REDACTED] -dated 26/02/2013



Map E: Photo Points- [REDACTED] -dated 26/02/2013



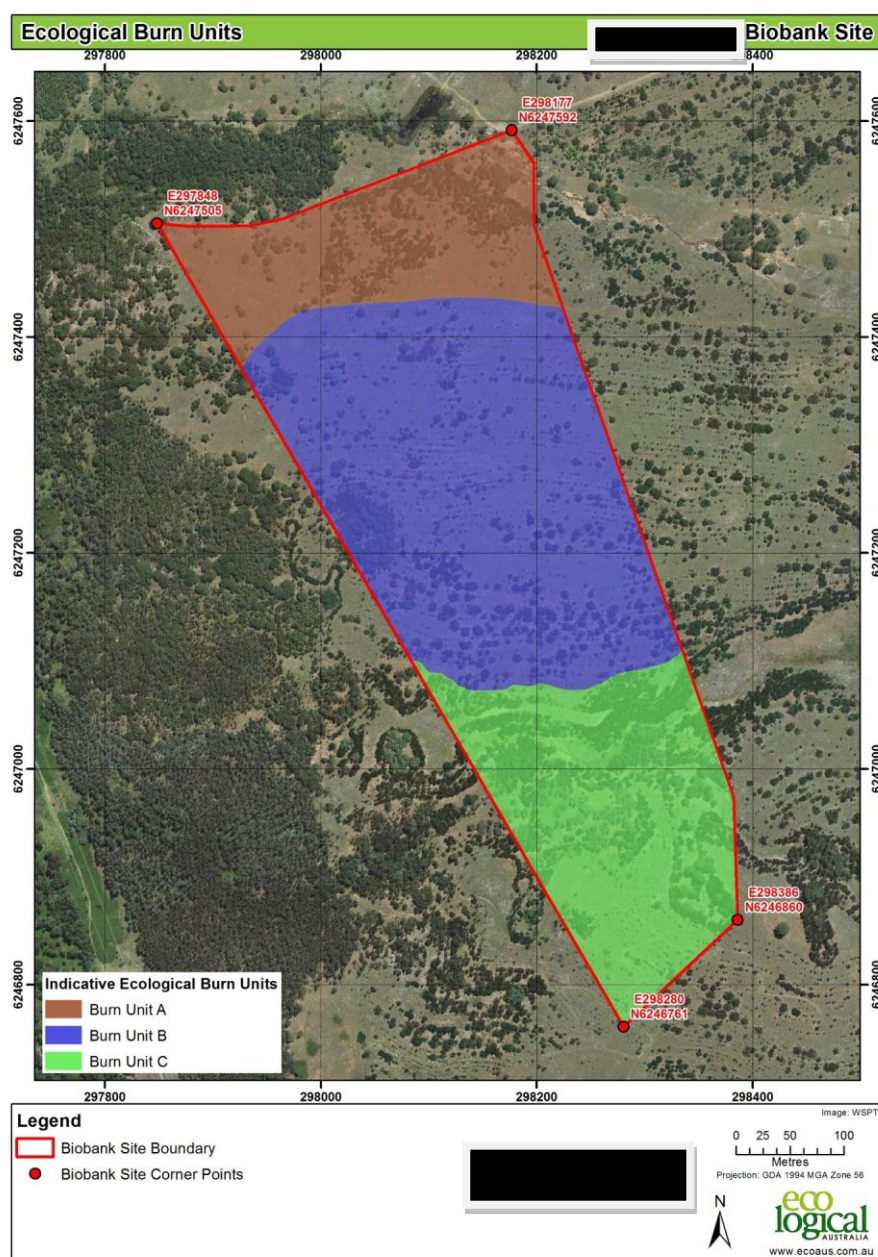
Map F: Property Actions- [REDACTED] -dated 26/02/2013



PROPERTY MANAGEMENT ACTIONS - [REDACTED] BIOBANK SITE
 DATED : February 26, 2013



Map G: Ecological Burn Units-[REDACTED] Site -dated 26/02/2013



Annexure B: Biobanking Agreement Credit Report

BioBanking Credit Calculator



Office of
Environment
& Heritage

BioBanking credit report

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

Date of report: 5/04/2013

Time: 4:10:06PM

Tool version: 2.0

Biobank details

Proposal ID:

[REDACTED]

Proposal name:

[REDACTED]

Proposal address:

[REDACTED]

Proponent name:

[REDACTED]

Proponent address:

[REDACTED]

Proponent phone:

[REDACTED]

Assessor name:

[REDACTED]

Assessor address:

[REDACTED]

Assessor phone:

[REDACTED]

Assessor accreditation:

[REDACTED]

Additional information required for approval:

☐ Use of local benchmark

- ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
- ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
- ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin

☐ Expert report

☐ Change threatened species response to gain (Tg value)

Ecosystem credits summary

Vegetation type	Area (ha)	Credits required	Red flag
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	7.37	70	No
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	2.32	24	No
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	8.04	84	No
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	1.64	15	No
Total	19.37	193	

Credit profiles

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

Number of ecosystem credits required	70
CMA sub-region	Cumberland - Hawkesbury/Nepean
Minimum percent native vegetation cover class	31-70%
Minimum adjacent remnant area class	>100 ha

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

Number of ecosystem credits required	15
CMA sub-region	Cumberland - Hawkesbury/Nepean
Minimum percent native vegetation cover class	31-70%
Minimum adjacent remnant area class	

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

Number of ecosystem credits required	108
CMA sub-region	Cumberland - Hawkesbury/Nepean
Minimum percent native vegetation cover class	31-70%
Minimum adjacent remnant area class	>100 ha

Species credits

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	Cat and/or Fox control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Exclude miscellaneous feral species
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Feral and/or native herbivore control/ exclusion (eg rabbit, goats, deer etc)
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Maintain or reintroduce flow regimes (aquatic flora)
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Cat and/or Fox control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Feral and/or native herbivore control/ exclusion (eg rabbit, goats, deer etc)
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Maintain or reintroduce flow regimes (aquatic flora)

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 Rural Lands Protection Act 1998
- III. an obligation arising under an eradication order or pest control order under Part 11 of the Rural Lands Protection Act 1998
- 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	Stock must not be permitted to be present on the biobank site in areas where replanting has been undertaken in accordance with item 6 of this Section, except as specified in items 6.2 and 6.3.	Ongoing from commencement date.
1.3	If, at any time, the landowner observes stock in any area of the biobank site, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from commencement 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 Director General 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 Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General 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 Director General in writing:</p> <ul style="list-style-type: none"> a description of the target weed/s at the biobank site and their 	Ongoing from first payment date.

	<p>location/s, linked to each management zone where weeds are present</p> <ul style="list-style-type: none"> • 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 habitat for native species • 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 Director General 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 Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the fire management plan is required, the Director General 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 Director General for approval within 3 months of receiving</p>	Ongoing from first payment date.

	<p>written notification from the Director General 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 Director General 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. 	
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.	This item is not applicable.
4.4	The landowner must not store, dispose of, or cause or permit to	Ongoing from commencement

	<p>be disposed of, any waste on the biobank site.</p> <p>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>.</p>	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 will be on [REDACTED] signs using standard wording of OEH Biobank Signs and OEH logos.</p> <p>Specific requirements: Human and other activities which have the potential to cause disturbance to the biobank site will be managed. If in the opinion of OEH there are signs that human disturbance or other impacts are occurring that can be managed by fencing a fence of a type specified by OEH (and wherever possible in accordance with the parkland design manual) will be caused to be constructed along the Biobank site boundary.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> Approximately 1,000 metres of contingency fencing along the eastern boundary of the biobank site will be budgeted for and will be constructed as necessary to prevent offsite activities disturbing the biobank site. 820 m of new fencing is required. Refer to Property Management Actions map dated 26/02/2013. New fencing will be at a minimum rural fencing as per the Western Sydney Parklands design manual. 350 m of existing chain mesh fencing to be maintained. Refer to Property Management Actions map dated 26/02/2013. 2 new signs required. Indicative locations provided on Property management Actions map dated 26/02/2013. Any access to the site through fencing will be restricted by a locked gate (see above). Maintenance trail and associated buffer to be managed to ensure integrity of biobank site is maintained. The Property management Actions map dated 26/02/2013 will be updated to indicate new locations of gates fences or trails. 	Ongoing from first payment date.
Item 5	<p>Retention of regrowth and remnant native vegetation</p> <p>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.</p>	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.	Ongoing from commencement date.

	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.	
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 MZ3 and MZ4 and consists of direct seeding of ground covers in years 1-6), and the planting of trees and shrubs in years 7-10. Detailed approaches are to be included in the works programming. Detail will include collection of seed, sowing time and watering, tubestock cultivation and planting techniques. • The works programming is a site specific plan providing detailed actions required for the active management of the biobank site prepared annually until the end of year 10 from the first payment • Replacement/direct seeding of ground covers should be carried out in years 7-10, and replacement planting of shrubs in years 11-12 if the initial years of regeneration do not result in representative communities in these management zones. These works do not need to be implemented, if, in the opinion of a qualified ecologist, it is considered unnecessary to undertake additional works, and the factors used to make this decision are included in the annual report. • Trees and shrubs species which are to be used provided in Section 6.6. Alternative species can be used on the advice of a qualified Bush Regenerator for the purpose of regenerating the vegetation Community type Grey Box - Forest Red Gum grassy Woodland (HN 528). Reasons for 	Commencing from first payment date.

	<p>alternative choices should be included in annual reporting and may include issues such as limited supply or problems with disease or insect attack.</p> <p>Site preparation</p> <p>Slashing can be used to reduce biomass of exotic grasses and ground covers (ie slashing) to prepare for direct seeding and planting. Slashing may be used in MZ3 at 4 week intervals for no more than 3 times a year. The timing and area of slashing should be included in the annual report.</p> <p>Ground Cover</p> <ul style="list-style-type: none"> • Ground cover planting to consist of direct seeded native grasses and forbs of local provenance in years 1-6 from first payment. • <i>Themeda australis</i> (Kangaroo Grass) may be planted if direct seeding is not successful. • Seeding to be targeted at bare patches (including areas where exotic ground cover has been removed). • Soil may be disturbed (to a depth of 5 cm) prior to sowing. • Other techniques such as flame weeding, topsoil scalping or the addition of high carbon content mulch may be used in patches where the density of exotic grass species is high. Techniques chosen in consultation with OEH must have had positive responses at other sites prior to use on the Biobank site. <p>Over-storey</p> <ul style="list-style-type: none"> • Overstorey establishment to consist of tree and shrub planting of tube stock of native trees and shrubs of local provenance, and hand sown Acacia seeds, in years 7-10 from first payment • Plantings in MZ4 will be undertaken at one (1) plant per 6 m2. Plantings in MZ4 will be undertaken at one (1) plant per 6 m2. • Trees and shrubs will be unevenly spaced and planted in 'patches' of tree and shrub species to mimic natural distribution • Planting should be undertaken in the autumn to allow time for establishment. • Tube stock should be planted by hand or with a petrol auger. Soil disturbance should be minimised. • Planted tube stock should be watered twice, once immediately after planting. Planting can be scheduled 	
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	<p>immediately before rain events to satisfy this condition.</p> <ul style="list-style-type: none"> Once plantings have established, seed mix of heat/smoke treated <i>Acacia</i> spp. should be sown into areas of exotic pasture Seeding should be targeted to areas of exotic pasture, in order to shade out pasture grasses and encourage Couch (<i>Cynodon dactylon</i>) and <i>Microlaena stipoides</i> to recolonise the groundlayer. 	
6.2	Stock must not be permitted to graze in any area of the biobank site.	Ongoing from commencement date.
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 years)
Purple Wiregrass	<i>Aristida ramosa</i>	MZ3 / MZ4	N/A	Direct Seeded	March-April, Sept. Years 1-6
Three Awn Speargrass	<i>Aristida vagans</i>	MZ3 / MZ4	N/A	Direct Seeded.	March-April, Sept. Years 1-6
Whitetop	<i>Austrodanthonia caespitosa</i>	MZ3 / MZ4	N/A	Direct Seeded.	Sept-Nov. Years 1-6
Wallaby Grass	<i>Austrodanthonia racemosa</i> var. <i>racemosa</i>	MZ3 / MZ4	N/A	Direct Seeded.	Sept-Nov. Years 1-6
Red Grass	<i>Bothriochloa macra</i>	MZ3 / MZ4	N/A	Direct Seeded.	March-April, Oct.-Nov. Years 1-6
Windmill Grass	<i>Chloris truncata</i>	MZ3 / MZ4	N/A	Direct Seeded	March-April, Sept-Nov. Years 1-6
Plump Windmill Grass	<i>Chloris ventricosa</i>	MZ3 / MZ4	N/A	Direct Seeded.	March-April, Sept-Nov. Years 1-6

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing (months or years)
Queensland Bluegrass	<i>Dichanthium sericeum</i>	MZ3 / MZ4	N/A	Direct Seeded.	March-April, Sept. Years 1-6
Shorthair Plumegrass	<i>Dichelachne micrantha</i>	MZ3 / MZ4	N/A	Direct Seeded.	March-April Years 1-6
Weeping Grass	<i>Microlaena stipoides</i> var. <i>stipoides</i>	MZ3 / MZ4	N/A	Direct Seeded.	Year round. Years 1-6
Kangaroo Grass	<i>Themeda australis</i>	MZ3 / MZ4	N/A	Direct Seeded.	March-May Years 1-6
Spotted Gum	<i>Corymbia maculata</i>	MZ3	300	Tube stock or hiko cell using local provenance seeds with follow up watering immediately after planting and once again.	March/April or September/November depending upon availability. Years 7-10
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	MZ3	300	As above.	As above.
Grey Box	<i>Eucalyptus moluccana</i>	MZ3	300	As above.	As above.
Forest Red Gum	<i>Eucalyptus tereticornis</i>	MZ3	300	As above.	As above.

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing (months or years)
Sydney Green Wattle	<i>Acacia decurrens</i>	MZ3	400	As above	As above.
	<i>Acacia falcata</i>	MZ3	400	As above.	As above.
Hickory Wattle	<i>Acacia implexa</i>	MZ3	400	As above.	As above.
Parramatta Green Wattle	<i>Acacia parramattensis</i>	MZ3	300	As above.	As above.
	<i>Bossiaea prostrata</i>	MZ3	240	As above.	As above.
Coffee Bush	<i>Breynia oblongifolia</i>	MZ3	180	As above.	As above.
Blackthorn	<i>Bursaria spinosa</i>	MZ3	470	As above.	As above.
Bitter Pea	<i>Daviesia ulicifolia</i>	MZ3	350	As above.	As above.
Parrot Pea	<i>Dillwynia sieberi</i>	MZ3	350	As above.	As above.
Hop bush	<i>Dodonaea viscosa subsp. cuneata</i>	MZ3	350	As above.	As above.
Australian Indigo	<i>Indigofera australis</i>	MZ3	180	As above.	As above.
	<i>Pultenaea microphylla</i>	MZ3	240	As above.	As above.
Hairy Bush-pea	<i>Pultenaea villosa</i>	MZ3	240	As above.	As above.
Guwalyari	<i>Clematis glycinoides</i>	MZ3	240	As above.	As above.

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing (months or years)
Spotted Gum	<i>Corymbia maculata</i>	MZ4	200	Tube stock or hiko cell using local provenance seeds with follow up watering immediately after planting and once again.	March/April or September/November depending upon availability.
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	MZ4	200	As above.	As above.
Grey Box	<i>Eucalyptus moluccana</i>	MZ4	200	As above.	As above.
Forest Red Gum	<i>Eucalyptus tereticornis</i>	MZ4	200	As above.	As above.
Sydney Green Wattle	<i>Acacia decurrens</i>	MZ4	290	As above.	As above.
	<i>Acacia falcata</i>	MZ4	290	As above.	As above.
Hickory Wattle	<i>Acacia implexa</i>	MZ4	290	As above.	As above.
Parramatta Green Wattle	<i>Acacia parramattensis</i>	MZ4	200	As above.	As above.
	<i>Bossiaea prostrata</i>	MZ4	160	As above.	As above.
Coffee Bush	<i>Breynia oblongifolia</i>	MZ4	120	As above.	As above.
Blackthorn	<i>Bursaria spinosa</i>	MZ4	330	As above.	As above.

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing (months or years)
Bitter Pea	<i>Daviesia ulicifolia</i>	MZ4	250	As above.	As above.
Parrot Pea	<i>Dillwynia sieberi</i>	MZ4	250	As above.	As above.
Hop bush	<i>Dodonaea viscosa subsp. cuneata</i>	MZ4	250	As above.	As above.
Australian Indigo	<i>Indigofera australis</i>	MZ4	120	As above.	As above.
	<i>Pultenaea microphylla</i>	MZ4	160	As above.	As above.
Hairy Bush-pea	<i>Pultenaea villosa</i>	MZ4	160	As above.	As above.
Guwalyari	<i>Clematis glycinoides</i>	MZ4	160	As above.	As above.

Item 7	Retention of dead timber	Timing
7.1	Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site. Dead timber is not to be used for firewood or for fencing.	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"> • Timber will be introduced to MZ3 and MZ4 progressively as timber becomes available from nearby development sites in years 1-10. • Acceptable timber will consist of pieces at least 25cm in diameter and no shorter than 1m long. • Timber will be randomly distributed throughout the zone as isolated pieces or small piles at a density of up to 50m per hectare. 	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	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 Director General 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 Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Director General 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 	Ongoing from first payment date.

	<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, rabbits	Timing
11.1	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 Director General 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.	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 Director General in writing within 14 days of the commencement. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Director General 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	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	This item is not applicable to the Biobank site.	N/A
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	This item is not applicable to the Biobank site.	N/A
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>	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 Director General in writing for the purpose of restoring natural flows.	N/A

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 (eg intensity (% cover) & location within zone)	Management zone/s
A	African Daisy (herbaceous)	<i>Senecio pterophorus</i>	Localised infestations	MZ1, MZ2
B	African Lovegrass (grass)	<i>Eragrostis curvula</i>	Localised infestations	MZ2, MZ3
C	Blackberry Nightshade (herbaceous)	<i>Solanum nigrum</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2
D	Branched Centaury (herbaceous)	<i>Centaurea tenuiflorum</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
E	Catsear (herbaceous)	<i>Hypochaeris radicata</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
F	Chilean Quaking Grass (grass)	<i>Briza subaristata</i>	Localised infestations	All zones
G	Common Sowthistle (herbaceous)	<i>Sonchus oleraceus</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ4
H	Cudweed (herbaceous)	<i>Ghamochaeta</i> sp.	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
I	Fireweed (herbaceous)	<i>Senecio madagascariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones

J	Flaxleaf Fleabane (herbaceous)	<i>Conyza bonariensis</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
K	Lamb's Tongue (herbaceous)	<i>Plantago lanceolata</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1, MZ2, MZ3
L	Narrow-leaved Cotton Bush (herbaceous)	<i>Gomphocarpus fruticosus</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2
M	Oyster Plant (herbaceous)	<i>Tragopogon porrifolius</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ3
N	Paddy's Lucerne (woody)	<i>Sida rhombifolia</i>	Localised infestations and sparsely scattered across entire site	MZ1, MZ2
O	Paspalum (grass)	<i>Paspalum dilatatum</i>	Dense groundcover across all open areas, less prevalent under tree/shrub canopy	All zones
P	Phalaris (grass)	<i>Phalaris aquatica</i>	Localised infestations	MZ1, MZ2
Q	Pigeon Grass (grass)	<i>Setaria parviflora</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ2, MZ3, MZ4
R	Prairie Grass (herbaceous)	<i>Bromus catharticus</i>	Localised infestations	MZ2
S	Purple Top (herbaceous)	<i>Verbena bonariensis</i>	Localised infestations	MZ2
T	Spear Thistle (herbaceous)	<i>Cirsium vulgare</i>	Sparse presence amongst mix of herbaceous and grass weeds	All zones
U	Veined verbena (herbaceous)	<i>Verbena rigida</i>	Sparse presence amongst mix of herbaceous and grass weeds	MZ1

Methods of weed control

Management zone/s	Weed/s	Method of weed control	Frequency (months or Year)
All zones	Grass Weeds (Including African Love Grass)	<ol style="list-style-type: none"> 1. Primary treatment- Grazing/slashing 2. Secondary treatment- Spot-spray with a non-selective herbicide and hand removal. Slashing prior to seeding may be required. 3. Maintenance- Spot-spray and hand removal as required. 	<ol style="list-style-type: none"> 1. Years 1-5. As per Item 1. 2. Years 6-9. Minimum of two treatments, October and February. Additionally, treatment of small areas can take place throughout the year to coincide with direct seeding events specified in Item 6.6. 3. Years 10 and beyond. Throughout the year. Spraying during growing season, approximately September to February.
All zones	Herbaceous weeds	<ol style="list-style-type: none"> 1. Primary treatment- Spot-spray with a non-selective herbicide, 	<ol style="list-style-type: none"> 1. Years 1-5. Throughout the year but work, especially spraying, should be focused between

		<p>slashing and hand removal.</p> <p>2. Secondary treatment- Spot-spray as required</p> <p>3. Maintenance- Spot-spray and hand removal as required.</p>	<p>September and February.</p> <p>2. Throughout the year. Additionally, treatment of small areas can take place throughout the year to coincide with direct seeding events specified in Item 6.6.</p> <p>3. Years 10 and beyond. Throughout the year. Spraying during growing season, approximately September to February.</p>
All zones	Woody weeds	<p>1. Primary treatment (cut and paint).</p> <p>2. Secondary treatment (cut and paint, spot spray) as required.</p> <p>3. Maintenance- Spot-spray and hand removal as required.</p>	<p>1. Years 1-5. Throughout the year but work, especially spraying, should be focused between September and February.</p> <p>2. Throughout the year. Additionally, treatment of small areas can take place throughout the year to coincide with direct seeding events specified in Item 6.6.</p> <p>3. Years 10 and beyond. Throughout the year. Spraying during growing season, approximately September to February.</p>

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. However, direct seeding and planting actions will be taking place simultaneously as specified in Item 6.6.	

Monitoring and inspections of existing and new weeds

Management zone/s	Weed/s	Method of monitoring	Date/s required
All zones	Grass weeds (including: Kikuyu, Phalaris, Paspalum, Pigeon Grass)	<p>1. Weeds reduced to maintenance levels over 90% of site.</p> <p>2. Weeds reduced to less than 10% cover.</p>	<p>1. By end of Year 5.</p> <p>2. By end of Year 9 and ongoing.</p>
All zones	Herbaceous weeds (including: Blackberry Nightshade, Catsear, Sowthistle, Fireweed, Fleabane, Plantain, Purpletop, Spear Thistle)	<p>1. Weeds reduced to maintenance levels over 90% of site.</p> <p>2. Weeds reduced to less than 1% cover.</p>	<p>1. By end of Year 5.</p> <p>2. By end of Year 9 and ongoing.</p>

All zones	Woody weeds	1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 1% cover.	1. By end of Year 5. 2. By end of Year 9 and ongoing.
All zones	Grass Weeds (Including African Love 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 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 weed management or by undertaking any weed management they must be replaced.			
Zones are as per Management Zone map 26/02/2013 below.			

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
	Fire occurred on 9 th November 2013.	

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
Grey Box - Forest Red Gum grassy woodland on shale (i.e. Cumberland Plain Woodland) (ie MZ 2-4)	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.
Forest Red Gum - Rough-barked Apple grassy Woodland (ie. Alluvial Woodland (ie	Avoid fires at intervals less than 10 years. Avoid fire exclusion	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

MZ 1)	greater than 50 years.			
Ecological burning actions				
Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
All zones	Initial Ecological burns to reduce weed biomass may be carried out, in place of slashing, 2 consecutive years in a row, for no more than twice in each MZ in a 10 year period.	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 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.	December - January	From first payment date the timing for each Burn Unit to undergo an initial ecological burn is identified below: Burn Unit A: Year 1 & 2 Burn Unit B: Year 3 & 4
All zones	Ecological burns should be carried out at an interval of five to 50 years with the majority of cycles within five to 15 years. Some intervals at the higher end of this range (i.e. greater than 25 years) are desirable. Crown fires should not occur at the lower end of this range Burns within each zone should be in a 'mosaic' pattern. Indicative 2 burn units, burnt approx. every 7 years to result in an average burn interval of 14 years (subject to seasonal ability to conduct burns and any wildfire events (refer to map Map G: Ecological Burn Units- [REDACTED]-dated 26/02/2013). Burns to begin in year 18.	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.	July - October	From first payment date, the timing for each Burn Unit to undergo a follow up ecological burn is identified below: Burn Unit A: Year 15 Burn Unit B: Year 22 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.

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>	After each ecological burn event or other fire event (planned or wildfire).
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 ecological burns or by undertaking any ecological burns they must be replaced.		
Existing vegetation of the site is as per Map C – Vegetation zones- [REDACTED] dated 26/02/2013		

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 zone/s
A	Rabbits <i>Oryctolagus cuniculus</i>	Evidence of low infestation on the site	All zones
B			
C			
D			
E			

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	Pindone poison baits (and mapping of where baits laid). Baiting should be done in conjunction with rabbit control undertaken in the greater Western Sydney Parklands area.	As required
All	A	Warren destruction as necessary. Can take place regardless of timing of rabbit control undertaken in the greater [REDACTED] area.	As required.
Monitoring and inspections			
Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	All	<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 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	Likely to be utilising the site and occasionally constructing dens as part of a larger home range across the Western Sydney parklands and adjacent areas.	All
B			
C			
D			
E			

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Opportunistic shooting. Shooting can be undertaken if significant numbers of animals build up or more opportunistically when target species seen passing through site.	Shooting is suitable for multiple feral species and a cost effective control.
A	Baiting (in conjunction with broader parklands control programs , and den fumigation (as required).	For such a small biobank site, baiting is not considered effective at the landscape scale required to more appropriately manage vertebrate pests.

Methods of control			
Management zone/s	Pest type	Method of control	Frequency and timing
All	A	Opportunistic shooting. All appropriate licences and permits obtained. Any shooting program must also target any other vertebrate pests sighted during the program. Program should be undertaken in conjunction with wider fox control in [REDACTED]	Ongoing
All	A	Baiting (in conjunction with broader parklands control programs.	Ongoing
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 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 six months from Year 1.
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where vertebrate pests may have interfered 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

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 plots and 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 Map E: Photo Points- [REDACTED] -dated 26/02/2013. 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/MGA56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
BB01	297967	6247423	340°
BB02	298083	6247511	85°
BB03	298158	6247496	10°
BB04	298205	6247222	350°
BB05	298091	6247376	290°
BB06	298287	6246837	360°
BB07	298271	6247083	260°
BB08	298075	6247170	355°
BB09	298243	6246995	185°

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 Director General for approval an annual report using the annual reporting template provided in this Annexure or, if the Director General 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 Director General 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 Director General 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 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					

Biodiversity Banking and Offsets Scheme

Biobanking agreement

ID number 120

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

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 Director General'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 Director General, a copy of the Director General'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
 - 3.3.3 produced to any authorised officer on request by an authorised officer.
- 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.

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 4 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 [REDACTED]).
- 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 prior to the date that payment is due to be made

C is the CPI for the June Quarter 2014

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	Amount
At the beginning of the first year	
At the beginning of the second year	
At the beginning of the third year	
At the beginning of the fourth year	
At the beginning of the fifth year	
At the beginning of the sixth year	
At the beginning of the seventh year	
At the beginning of the eighth year	
At the beginning of the ninth year	
At the beginning of the tenth year	
At the beginning of the eleventh year	
At the beginning of the twelfth year	

At the beginning of the thirteenth year	████████
At the beginning of the fourteenth year	████████
At the beginning of the fifteenth year	████████
At the beginning of the sixteenth year	████████
At the beginning of the seventeenth year	████████
At the beginning of the eighteenth year	████████
At the beginning of the nineteenth year	████████
At the beginning of the twentieth year	████████
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 (\$)
<u>In perpetuity maintenance costs</u>		
Works tendering	Commence year 22 then every 3 rd year thereafter	██████
Works programming low activity period-contract management, reporting, inspections.	Annually	██████
Maintenance and ongoing activities to manage human access in respect of biobank site	Annually	██████
<u>Fire management</u>		
Preparation for ecological burns (and pre-burn threatened flora survey)	Commence year 22 then every 7 th year thereafter	██████
Implementation of ecological burns	Commence year 22 then every 7 th year thereafter	██████
<u>Weed control</u>		
Weed control	Annually	██████
Machinery Hire	Annually	██████
<u>Feral and pest animal control</u>		
Control of feral herbivores	Annually	██████
Fox control (if and as required)	Annually	██████
<u>Erosion control</u>		
Erosion control	Annually	██████
Ecological restoration – management of unforeseen human activity	Commence year 25 then every 5 th year thereafter	██████
Ongoing management of on-site human disturbance	Annually	██████
<u>Other recurring costs</u>		
Insurance premiums (Public liability, fences, equipment)	Annually	██████
Periodic review of management plan	Commence year 25 then every 5 th year	██████
Annual reporting	Annually	██████
Business management expenses (administration, accounting)	Annually	██████
Total present value of payments after 20 years (incl. GST)		XXXXXXX
Total present value of payments after 20 years (excl. GST)		XXXXXXX

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 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.



Appendix E

BioBanking Agreement 2

**BioBanking agreement
ID number: 274**

**Under the
Threatened Species Conservation Act 1995**

for



for



**Office of
Environment
& Heritage**

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

This agreement made on the _____ day of _____ **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 [REDACTED] (ABN [REDACTED]) (**'the landowner'**) of [REDACTED] on the other part.

Background

- A The landowner is the owner of that parcel being [REDACTED] (**'the land'**).
- B The biobank site that is the subject of this agreement forms part of the land and is shown on the *Figure 1 Site Map*. The biobank site covered by this agreement consists of approximately 27.14 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*:

None 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

‘biobank site boundary map’ means the map entitled *Figure 1 Site map*, dated 14/10/2016 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

‘Director General’ 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

‘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 Property management actions*, dated 14/10/2016 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

‘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 zone/s
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 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

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 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

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 [REDACTED] 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 \$5,550,000 excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$5,550,000 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:
 - 9.1.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or

- 9.1.2 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 anything 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	Office of Environment and Heritage PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention (nominated officer)	Team Leader, Ecosystem Assessment and Planning, Conservation Programs Branch, Regional Operations Division

Landowner

Address	[REDACTED]
Attention	[REDACTED]

- 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 here to have executed this agreement the day and year first above written.

Signed by
Derek Rutherford, Director, Conservation
Programs, Office of Environment and Heritage, as
the Minister's delegate under Section 142A of the
Threatened Species Conservation Act 1995 in the
presence of:

Derek Rutherford

Date

Witness signature

Date

Witness name

Witness address

Signed by the landowner/s or director/s

[Redacted]
(Owner)
Date

[Redacted]
(Owner)
Date

In the presence of

In the presence of

Witness signature
Date

Witness signature
Date

Witness name

Witness name

Witness address

Witness address

Seal (if signing under seal):

Annexure A: Maps of biobank site

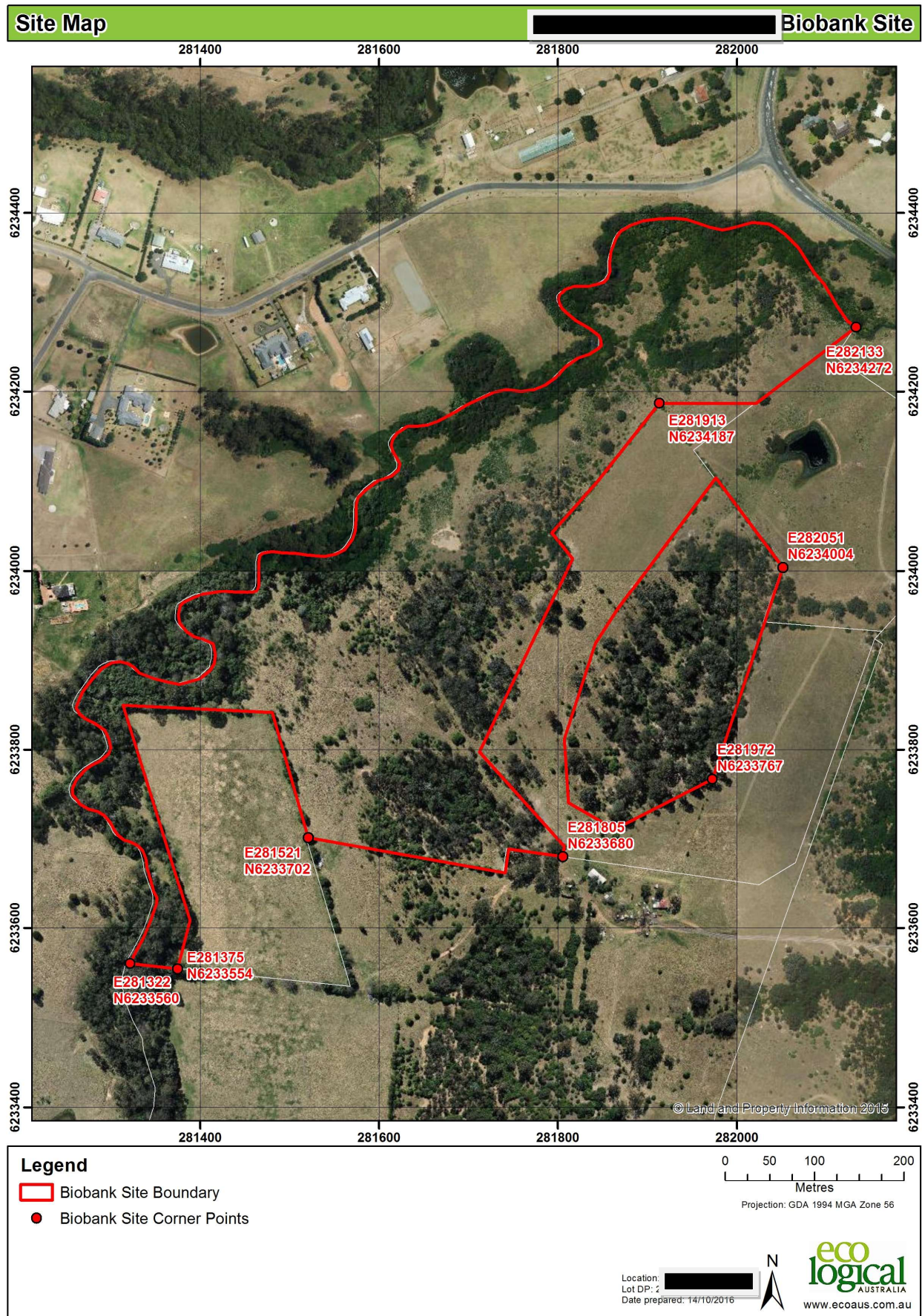


Figure 1: Site map

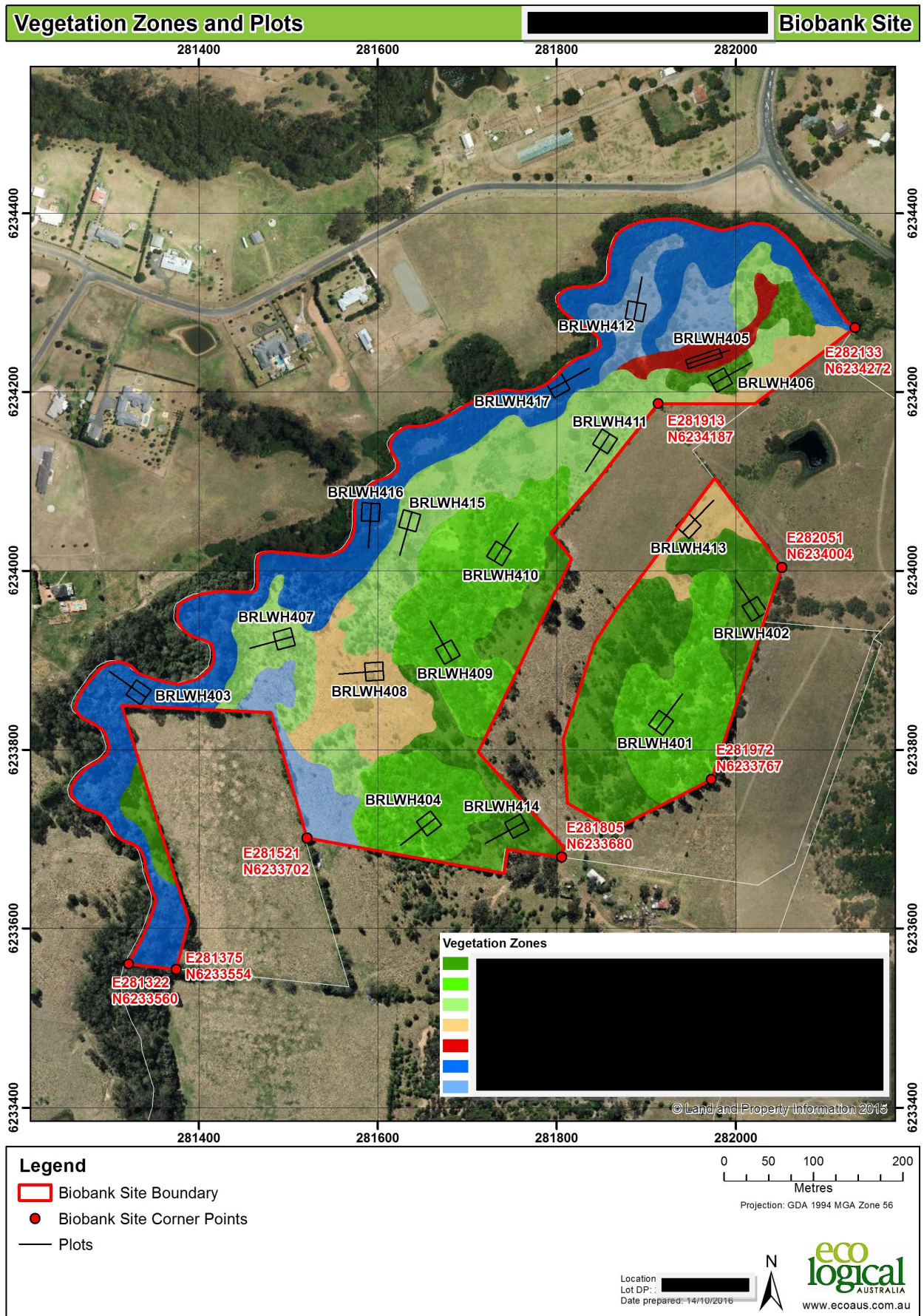


Figure 2: Vegetation zones and plots

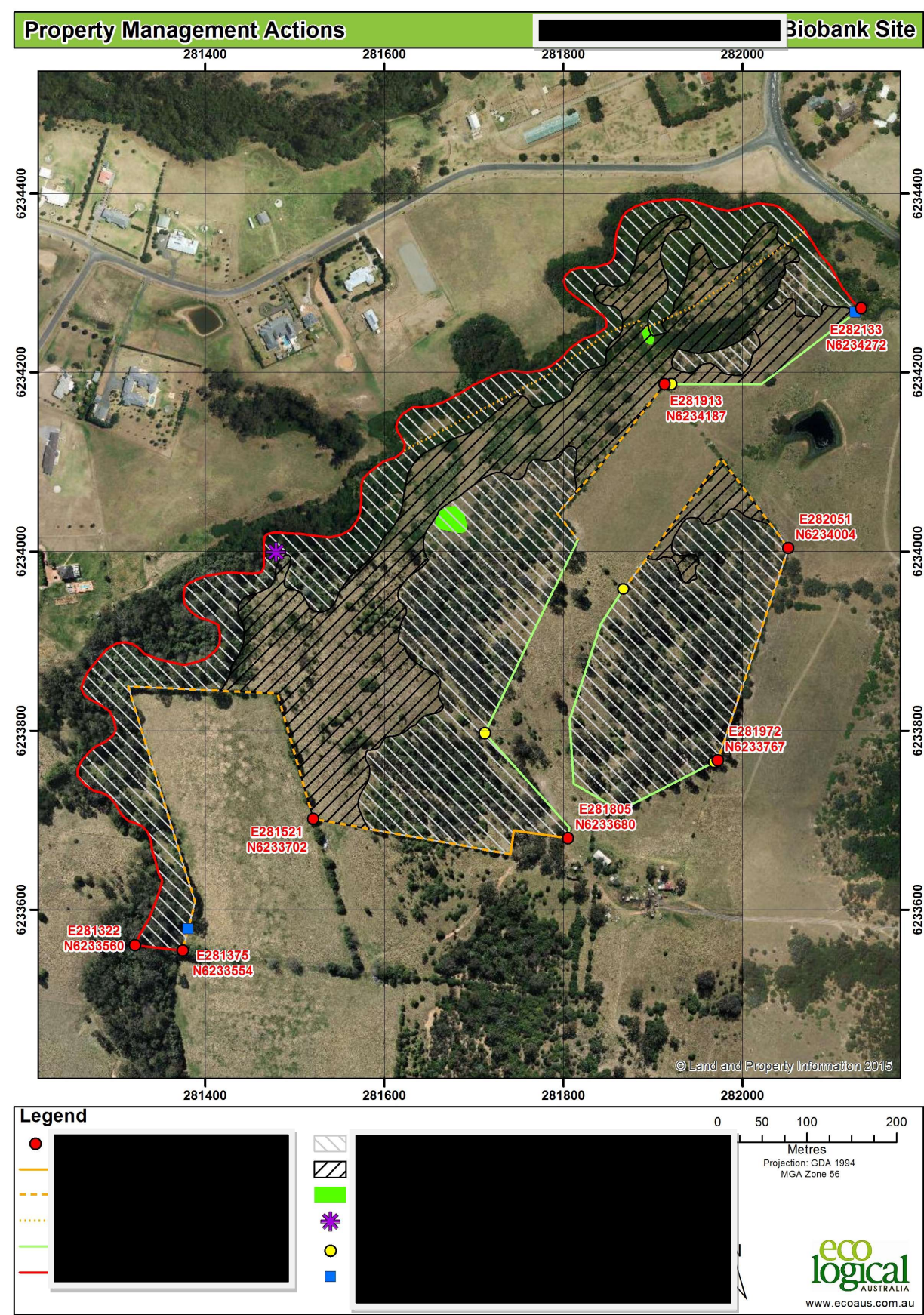


Figure 3: Property management actions

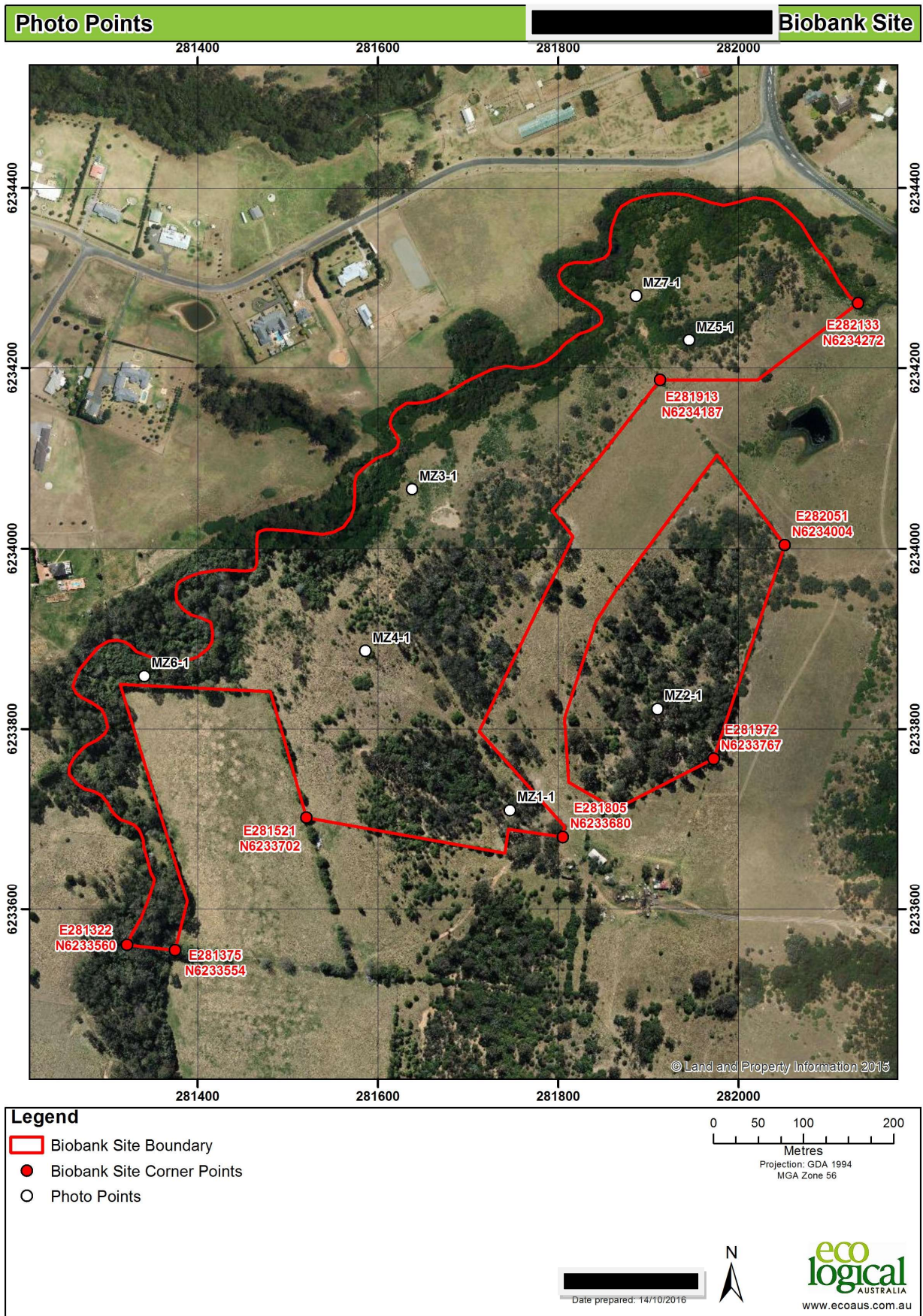


Figure 4: Photo points

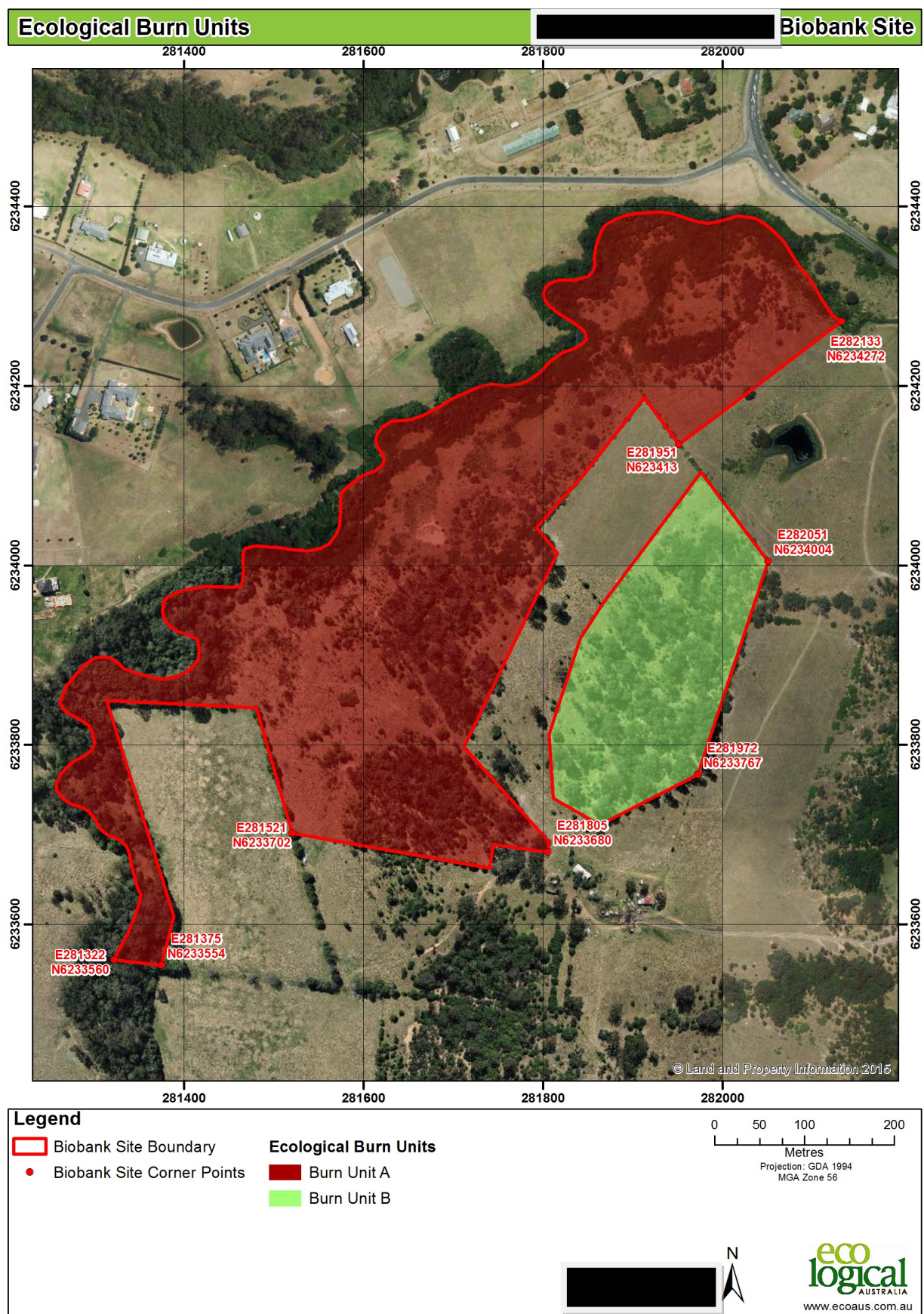


Figure 5: Ecological burn units

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: 23/06/2017

Time: 11:23:43AM

Calculator version: v4.0

Biobank details

Proposal ID:

Proposal name:

Proposal address:

Proponent name:

Proponent address:

Proponent phone:

Assessor name:

Greg Steenbeeke

Assessor address:

PO Box 12 Sutherland NSW 1499

Assessor phone:

02 8536 8626

Assessor accreditation:

110

Additional information required for approval:

☐ Use of local benchmark

■
■
■
■
■

A large black rectangular redaction box covering the content of the 'Use of local benchmark' section.

☐ 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	7.72	104.00
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	18.93	237.00
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	0.49	7.00
Total	27.14	348

Credit profiles

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

Number of ecosystem credits created	237
IBRA sub-region	Cumberland - Hawkesbury/Nepean

2. Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion, (HN529)

Number of ecosystem credits created	7
IBRA sub-region	Cumberland - Hawkesbury/Nepean

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

Number of ecosystem credits created	81
IBRA sub-region	Cumberland - Hawkesbury/Nepean

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

Number of ecosystem credits created	23
IBRA sub-region	Cumberland - Hawkesbury/Nepean

Species credits summary

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
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Fox control
Grey Box - Forest Red Gum grassy woodland on shale of the southern 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 *Rural Lands Protection Act 1998*
- III. an obligation arising under an eradication order or pest control order under Part 11 of the *Rural Lands Protection Act 1998*
- 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.	Ongoing from commencement date.
1.3	This item is not applicable.	Ongoing from commencement date.
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 commencement 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 Director General 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 Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General 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 Director General 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 habitat for native species • 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. <p>Specific requirements:-</p> <p>Weed removal is to be undertaken under the advice and direction of a qualified and experienced bush regenerator.</p>	Ongoing from first payment date.
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Item 3	Management of fire for conservation	Timing
3.1	The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such	Ongoing from commencement

	updated fire management plan as has been approved by the Director General 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.	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 Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the fire management plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General 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 Director General 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	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	All waste shown on the map entitled Property Management Actions dated 14/10/2016 must be removed from the biobank site in an appropriate manner. This waste primarily includes a derelict fence. A wind-driven water pump will require removal if this collapses / is felled by result of tree fall, collapse or decay.	From first payment date.
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	Stock-proof fencing and 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: Fencing is to be of a style suiting the generally rural nature of the area, is to be maintained in a stock-proof manner at all times and with sufficient gates to permit access for management activities without causing unnecessary damage. Nominated gate points are shown on the management actions map (as shown in the map named 'Property Management Actions' dated 16/10/2016. Gates may be standard 3 m to 3.6 m agriculture mesh gates and fencing should be 5 strand post and wire (no more than 2 x barb wire strands). <ul style="list-style-type: none"> Existing boundary fences (approximately 2.81 km) will be maintained to stock proof standard as defined above, shown on Property Management Actions map dated 14/10/2016 Existing boundary fence (approximately 1.63 km) will be replaced to install fence to a stock proof standard as defined above, shown on Property Management Actions map dated 14/10/2016 New fencing (approximately 0.8 km) will be installed and maintained to stock proof standard as per Property Management Actions map dated 14/10/2016 Removal of old fencing (525 m) as per Property Management Actions map dated 14/10/2016 4 new gates will be installed within 12 months of the first payment date as per Property Management Actions map dated 14/10/2016 	Ongoing from first payment date.

	Signage is to be placed at the access gate to each Biobank portion, and in the NE corner near the creek (on the outside of the fence) near Werombi Road, and on the fence with the adjacent property to the south. Six (6) signs are identified for installation within 3 months of first payment date. Another sign is to be placed at the main access point to the property (not shown on map).	
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: Areas identified for replanting activities are shown in the Management Actions map dated 16/10/16. Replanting activities are to occur mainly in the areas identified as 'DNG' or 'Poor Condition' and are intended to supplement natural regeneration of the vegetation at the site.	Commencing from first payment date.

	<ul style="list-style-type: none"> • Revegetation of shrubs will be required in all zones. Revegetation of trees / overstorey should occur in MZ3, MZ4, MZ5 and MZ7. • This will consist of the planting of trees and shrubs. Groundcover species are not considered a necessity for diversity in most management zones and will colonise sites following weed management. • Trees and shrubs to be used are listed 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. • Zones are shown as per Property Management Zones map dated 14/10/2016 • Trees and shrub planting will consist of tube stock native trees and shrubs of local provenance as shown in item 6.5. • Tree and shrub planting can commence after the removal of stock grazing and following appropriate pre-planting weed and ground treatment. • Planting techniques for trees and shrubs will include: <ul style="list-style-type: none"> ○ Collection techniques, seed preparation, and growing should be as per Florabank Best Practice Guidelines. ○ All plants should be provided in tubestock or hiko cells using the species outlined in 6.6. ○ Plantings in each zone will be undertaken at the rates shown in the planting schedule in section 6.6. ○ Planting should be undertaken in the autumn to allow time for establishment. ○ Trees and shrubs will be unevenly spaced and planted in 'patches' of tree and shrub species to mimic natural distribution. ○ Plants should be installed by hand or with a petrol auger. A hole twice the depth and width of the root-ball should be dug and about 20 g of native fertiliser applied. ○ Plantings should be watered at least twice, once immediately after planting. Planting can be scheduled immediately before rain events to satisfy this condition. ○ Watering of plantings should occur at the end of any period of dry weather exceeding 28 days without a rainfall event of 20 mm or more over a 2-day period within the first year following planting. ○ Small areas of grass removal around plantings may occur to remove competition for water and light. • Further detail of planting requirements is identified in 	
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	Section 3 standard under the 'Weed Management Plan'.																																			
6.2	<p>Areas of planting or seeding as set out in the planting schedule must be protected from grazing.</p> <p>Any animals found to be grazing in the biobank site must be removed consistent with Items 1.1 and 1.4 above.</p>	Ongoing from Commencement date.																																		
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 planted trees less than 3 m tall and shrubs less than 1 m tall in an area of planting are below those usual for the species and region (determined as a compounding 90% survival per year following planting), the landowner must supplement the planting in the adversely affected areas. This has been costed as an action for years 9 and 10 with an assumption of 50% mortality but may be undertaken at another time if identified in a diary. This can be varied and recorded in a diary with reasons for variation, such as if the weather is unsatisfactory for the establishment and survival of plants or seeds.</p> <table> <tr> <th>year</th> <th>Compound 90% survivor value per 1000 plants</th> </tr> <tr><td>1</td><td>900</td></tr> <tr><td>2</td><td>810</td></tr> <tr><td>3</td><td>729</td></tr> <tr><td>4</td><td>656</td></tr> <tr><td>5</td><td>590</td></tr> <tr><td>6</td><td>531</td></tr> <tr><td>7</td><td>477</td></tr> <tr><td>8</td><td>429</td></tr> <tr><td>9</td><td>386</td></tr> <tr><td>10</td><td>347</td></tr> <tr><td>11</td><td>312</td></tr> <tr><td>12</td><td>280</td></tr> <tr><td>13</td><td>252</td></tr> <tr><td>14</td><td>226</td></tr> <tr><td>15</td><td>203</td></tr> <tr><td>16</td><td>182</td></tr> </table>	year	Compound 90% survivor value per 1000 plants	1	900	2	810	3	729	4	656	5	590	6	531	7	477	8	429	9	386	10	347	11	312	12	280	13	252	14	226	15	203	16	182	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 until year 15.
year	Compound 90% survivor value per 1000 plants																																			
1	900																																			
2	810																																			
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6.4	<p>Areas of planting 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 pre-planting ripping 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	<p>Seeds and plants used for planting and seeding must be obtained from provenances ideally within the Cumberland subregion (as shown in IBRA version 7) and immediate surrounding areas to the south within an area bounded by a line not more than 20 km from the boundary of the Cumberland Subregion, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change).</p>		From commencement date to prepare for future planting.

6.6 Planting schedule at the biobank site

Species' name	common	Species' scientific name	Management zone/s of planting	Number of plants per area (if required)	Planting method	Timing
Grey Box		<i>Eucalyptus moluccana</i>	MZ3 MZ4 MZ5	100 80 3	Tubestock or hiko cell using local provenance seeds with follow up watering for first three days after planting and once every week until rainfall greater than 40 mm in one event is received. Proportion of each species to be planted are not precise and will be based on availability at time of planting.	March - April
Forest Red Gum		<i>Eucalyptus tereticornis</i>	MZ3 MZ4 MZ5	150 40 2	As above	March - April
Cabbage Gum		<i>Eucalyptus amplifolia</i>	MZ3 MZ7	20 80	As above	March – April
Broad-leaved Apple		<i>Angophora subvelutina</i>	MZ7	20	As above	March – April

Rough-barked Apple	<i>Angophora floribunda</i>	MZ3 MZ7	10 10	As above	March - April
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	MZ4	20	As above	March - April
Swamp oak	<i>Casuarina glauca</i>	MZ7	20	As above	March – April
Prickly Paperbark	<i>Melaleuca styphelioides</i>	MZ5 MZ6 MZ7	5 50 30	As above	March – April
Hickory Wattle	<i>Acacia implexa</i>	MZ1 MZ2 MZ3 MZ4 MZ5 MZ6 MZ7	100 200 50 50 10 60 30	As above	March – April
Green Wattle	<i>Acacia decurrens</i>	MZ1 MZ2 MZ3 MZ4 MZ5 MZ6 MZ7	100 200 50 50 10 80 40	As above	March – April
Austral Indigo	<i>Indigofera australis</i>	MZ1 MZ2 MZ3 MZ4 MZ5 MZ6 MZ7	200 200 20 50 15 150 40	As above	March - April
Coffee bush	<i>Breynia oblongifolia</i>	MZ1 MZ2 MZ3 MZ5 MZ6	10 10 20 10 140	As above	March – April

		MZ7	40		
Blackthorn	<i>Bursaria spinosa</i>	MZ1	200	As above	March – April
		MZ2	200		
		MZ4	20		
		MZ5	10		
		MZ6	200		
		MZ7	50		
Riceflower	<i>Ozothamnus diosmifolius</i>	MZ1	20	As above	March – April
		MZ2	30		
		MZ4	20		
		MZ6	20		

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: All dead timber within the biobank site must remain on the ground until at least 1000 m / ha of minimum 10 cm diameter has accumulated. Any timber used for on-site purposes or fuelwood must be in excess to this minimum requirement.</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: Any timber brought into the biobank, for use within the biobank or on the boundary (e.g. fencing) is to be of suitable, untreated hardwood. No treated timber is to be used within or on the</p>	When required but not required before the first payment date.

	boundaries of the Biobank areas of the property.	
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> <p>The landowner must manage existing erosion on the biobank site, identified on the map entitled Management Actions dated 14/10/2016, by conducting:</p> <ul style="list-style-type: none"> • Areas which are scalding and showing bare soil and erosion – whether by human action or as a result of natural activity of any organism – should be stabilised using suitable organic mulches and branch material that originates from the management actions undertaken on or for the biobank sites in the control of weeds and any trimming required to maintain clearances along fence lines. Materials containing weed propagules (seeds, viable cutting material) are not to be used. Monitoring for up to 3 years afterwards to destroy any weed species that may germinate / grow from mulching material. 	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	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 Director General 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 Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Director General 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 	Ongoing from first payment date.

	<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 Director General 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 Director General in writing within 14 days of the commencement. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General 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 Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Director General 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 	Ongoing from first payment date.

	<ul style="list-style-type: none"> • 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	Appropriate management actions must be conducted to suppress or control non-native fish species specify which non-native fish in waterways and water bodies specify which waterways and water bodies on the biobank site in accordance with best practice management. Specific requirements: Any exotic fish, and any native fish specified by Department of Primary Industries as being outside of its natural range should not be introduced into water bodies on the biobank or its boundary.	Ongoing from first payment date.
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	No artificial structures are permitted on waterways or waterbodies on the biobank site identified in map 2 entitled [REDACTED] Biobank Site'.	Commencing from first payment date.
14.2	All necessary rehabilitation resulting from the removal of artificial structure/s referred to in item 14.1 must be undertaken. All management actions associated with this item must be conducted in accordance with best practice management.	Within 12 months of the date an artificial structure is removed.
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 Director General in writing for the purpose of restoring natural flows.	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
Weeds declared noxious in Wollondilly Shire				
A	African Olive	<i>Olea europaea</i> subsp. <i>cuspidata</i>	Infestation ranges from scattered individuals to dense stands of near-monoculture form.	All
B	Honey Locust	<i>Gleditsia triacanthos</i>	Occasional to common along main stream line, scattered elsewhere on alluvial flats	5, 6, 7
C	Blackberry	<i>Rubus fruticosus</i> sp. agg.	In places abundant on the alluvial flats and occasional elsewhere	All
D	Chinese Celtis Green Hackberry	<i>Celtis sinensis</i>	Mainly in streamlines	6
E	African Boxthorn	<i>Lycium ferocissimum</i>	Occasional in woodland areas	1, 2, 3, 4, 6
F	Prickly Pear	<i>Opuntia stricta</i>	Occasional in woodland areas	1, 2, 3, 6
G	St Johns Wort	<i>Hypericum perforatum</i>	Mainly in DNG and disturbed areas	3, 4, 5, 7
H	Bridal Creeper	<i>Asparagus asparagoides</i>	Scattered individuals, mainly in woodland areas	1, 2, 3, 5, 6
I	Fireweed	<i>Senecio</i>	Occasional to locally abundant	All

		<i>madagascariensis</i>	throughout	
J	Italian Cocklebur	<i>Xanthium occidentale</i>	Localised, uncommon	7
Tree and shrub weeds				
K	Large-leaf Privet	<i>Ligustrum lucidum</i>	Infestation generally dense with most areas having near-monoculture stands	5, 6, 7
L	Small-leaf Privet	<i>Ligustrum sinense</i>	Common to frequent occurrence, mainly in stream flat and near banks	6, 7
M	Lantana	<i>Lantana camara</i>	Occasional in woodland areas	1, 2, 3, 6
N	Sweet Briar	<i>Rosa rubiginosa</i>	Occasional in alluvial areas	4, 5, 6, 7
Grass weeds and similar				
O	Kikuyu	<i>Pennisetum clandestinum</i>	Pasture species established in areas of alluvial soils	5, 6, 7
P	Carpet Grass	<i>Axonopus fissifolius</i>	Mainly a weed of pasture in the DNG areas	3, 4, 5, 7
Q	Paspalum	<i>Paspalum dilatatum</i>	Throughout, but more abundant in open areas	All
R	Parramatta Grass	<i>Sporobolus africanus</i>	Rare, mainly alluvial and pasture areas	3, 4, 6, 7
S	Quaking Grass	<i>Briza subaristata</i>	Mainly a weed of pasture in the DNG areas	3, 4, 5, 7
T	Veldt grass, African Panic	<i>Ehrharta erecta</i>	Throughout, to varying densities	All
U	Pigeon Grass	<i>Setaria parviflora</i>	Throughout, to varying densities	All
V	Pale Pigeon Grass	<i>Setaria pumila</i>	Throughout, to varying densities	All
W	Knob sedge	<i>Cyperus sesquiflorus</i>	Mainly a weed of pasture in the DNG areas	3, 4, 5, 7
Perennial groundcover weeds				
X	Trad	<i>Tradescantia albiflora</i>	Occasional to abundant, particularly under trees along the main water courses	6, 7
Y	Paddy's Lucerne	<i>Sida rhombifolia</i>	Throughout, occasional to abundant	All
Z	Purpletop	<i>Verbena</i>	Throughout, but more abundant	All

		<i>bonariensis</i>	in open canopy situations	
AA	Veined Verbena	<i>Verbena rigida</i>	Throughout, but more abundant in open canopy situations	All
AB	Jerusalem Cherry	<i>Solanum pseudocapsicum</i>	Streamline areas mainly	6, 7
AC	Apple of Sodom	<i>Solanum linnaeanum</i>	Isolated, rare	1
AD	Plantain, Lamb's tongues	<i>Plantago lanceolata</i>	Occasional in pasture and open areas	3, 4, 7
AE	Flatweed, Catsear	<i>Hypochaeris radicata</i>	Occasional in pasture and open areas	3, 4, 7
AF	Dandelion	<i>Taraxacum officinale</i>	Occasional in pasture and open areas	3, 4, 7
AG	Indian Strawberry	<i>Potentilla indica</i>	Streamline areas	6
AH	Red-flowered Mallow	<i>Modiola caroliniana</i>	Isolated, rare	1, 2, 3, 4, 7
AI	Chilean Whitlow Wort	<i>Paronychia brasiliana</i>	Occasional throughout	All
AJ	White-eye	<i>Richardia stellaris</i>	Mainly in woodland areas, scattered	1, 2, 3
AK	Whitetip Nightshade	<i>Solanum chenopodioides</i>	Scattered, rare	3, 4, 7
AL	Black-berry Nightshade	<i>Solanum nigrum</i>	Occasional throughout	All
Vine weeds				
AM	Moth Vine	<i>Araujia sericifera</i>	Scattered individuals mainly, on trees and shrubs in the alluvial soils zone	4, 5, 6, 7
AN	Climbing nightshade	<i>Solanum seaforthianum</i>	Scattered, mainly northern end of the property	1, 5
Annual groundcover weeds				
AO	Balloon Cotton	<i>Gomphocarpus fruticosus</i>	Occasional to seasonally common, primarily on alluvial pasture	7
AP	Pimpernel	<i>Anagallis arvensis</i>	Throughout, but more abundant in open canopy situations	All
AQ	Beggar's Ticks, Cobblers pegs	<i>Bidens pilosa</i>	Mainly a weed of pasture and riparian areas, though	All

			throughout	
AR	Greater Beggar's Ticks	<i>Bidens subalternans</i>	Mainly in alluvial and riparian areas	4, 6, 7
AS	Common Centaury	<i>Centaureum erythraea</i>	Occasional throughout	All
AT	Black Thistle	<i>Cirsium vulgare</i>	Occasional throughout	All
AU	Fleabane	<i>Conyza parva</i>	Occasional throughout	All
AV	Tall Fleabane	<i>Conyza sumatrensis</i>	Occasional throughout	All
AW	Slender Celery	<i>Cyclospermum leptophyllum</i>	Occasional throughout	3, 4, 7
AX	Purple Cudweed	<i>Gamochaeta purpurea</i>	Occasional throughout	All
AY	Turnip Weed	<i>Rapistrum rugosum</i>	Rare, isolated	1, 3
AZ	Soursob	<i>Oxalis corniculata</i>	Rare, isolated	3
BA	Prickly Sowthistle	<i>Sonchus asper</i>	Mainly in alluvial and riparian areas	4, 6, 7
BB	Common Sowthistle	<i>Sonchus oleraceus</i>	Occasional throughout	All
BC	Chickweed	<i>Stellaria flaccida</i>	Mainly in alluvial and riparian areas	6, 7
BD	Vetch	<i>Vicia species</i>	Occasional in alluvial areas	4, 6, 7
Methods of weed control				
Managem ent zone/s	Weed/s	Method of weed control		Frequency
All	Noxious	<p>Additional detail may also be present in the following sections.</p> <p>Spot spray with appropriate herbicide for herbaceous plants; stem spray tree and shrub weeds with appropriate herbicide (RoundUp Biactive) or herbicide / carrier agent (e.g. Garlon and Diesel) mix where efficacy of Glyphosate is lower and waterways will not be an influential factor. Ensure fruiting and vegetative spread of all species is suppressed. Ensure herbicide use is appropriate to other limitations, especially in relation to proximity to waterways.</p> <p>Target: As required by legislation category</p>		Every 6 months.

1	All	Spot spray with appropriate herbicide. Aim to limit fruiting and vegetative spread. Vegetation generally in good condition at commencement. Mechanical means (e.g. hand pull) may also be used to limit impact on non-target and native plants. Target: Shrub cover <1%, groundcover <5% exotic within 5 years	Every months.	6
2	A, B, M (African Olive, Honey Locust, Lantana)	Initial: Chemical and mechanical means to ensure crown death and reduce canopy density and allow light penetration. Ideally do not produce a dense groundcover mulch that suppresses native regeneration of groundcovers. Target: reduction of cover to <5% within 5 years	Every months	6
2	A, B, M (African Olive, Honey Locust, Lantana)	Follow-up: Chemical and physical methods to control - to ensure germinants are removed and destroyed Target: maintain cover of woody weeds <1% within 10 years	Every months	12
2	Grass and herbaceous weeds	Use of spot spray methods to treat infestations especially in areas of regeneration and planting. Target: Maintain groundcover <5% exotic within 10 years	Every months	6
2	Grass weeds, Perennial and annual groundcovers	Planting areas: Spot spray with appropriate chemical and over-plant with nominated shrub and tree canopy Target: Groundcover <10% exotic at planting in areas being planted and maintained at <10% afterwards.	Summer, at least 2 months before planting	2
2	Other weeds	Spot spray weeds as noted using appropriate chemical before flowering / fruiting and while in active growth. Target: Maintain ground cover <5% exotic within 10 years	Every months	12
3	A, B, K, L (African Olive, Honey Locust, privets)	Initial: Chemical and mechanical means to ensure crown death and reduce canopy density and allow light penetration. Ideally not produce a dense groundcover mulch that suppresses native regeneration of groundcovers. Target: Exotic shrub <5% exotic within 5 years	Every months	6
3	A, B, K, L (African Olive, Honey Locust, privets)	Follow-up: Chemical and physical methods to control - to ensure germinants are removed and destroyed Target: Maintain shrub cover <1% exotic within 10 years	Every months	12
3	Grass and herbaceous weeds	Use of spot spray methods to treat infestations especially in areas of regeneration and planting. Target: Maintain groundcover <5% exotic within 10	Every months	6

		years	
3	Grass weeds, Perennial and annual groundcovers	Planting areas: Spot spray with appropriate chemical and over-plant with nominated shrub and tree canopy Target: Groundcover <10% exotic at planting in areas being planted and maintained at <10% afterwards.	Summer, at least 2 months before planting
3	Other weeds	Spot spray weeds as noted using appropriate chemical before flowering / fruiting and while in active growth. Target: Maintain groundcover <5% exotic and shrub cover <1% exotic within 5 years	Every 12 months
4	Grass weeds, Perennial and annual groundcovers	Planting areas: Spot spray with appropriate chemical and over-plant with nominated shrub and tree canopy Target: Groundcover <10% exotic at planting in areas being planted and maintained at <10% afterwards.	Summer, at least 2 months before planting
4	Grass weeds, Perennial and annual groundcovers	Broader zone: Spot spray as required to limit spread until shaded by canopy. Target: Maintain groundcover <10% exotic within 10 years	Every 6 months
4	Other weeds	Spot spray weeds as noted using appropriate chemical before flowering / fruiting and while in active growth. Target: Maintain groundcover <10% exotic and shrub cover <1% exotic within 10 years	Every 12 months
5	A, K, M (African Olive, Large Leaf Privet, Lantana)	Initial: Chemical and mechanical means to ensure crown death and reduce canopy density and allow light penetration. Ideally not produce a dense groundcover mulch that suppresses native regeneration of groundcovers. Target: Exotic shrub <5% exotic within 5 years	Every 6 months
5	A, K, M (African Olive, Large Leaf Privet, Lantana)	Follow-up: Chemical and physical methods to control - to ensure germinants are removed and destroyed Target: Maintain shrub cover <1% exotic within 10 years	Every 12 months
5	Other weeds	Spot spray weeds as noted using appropriate chemical before flowering / fruiting and while in active growth. Target: Maintain groundcover <10% exotic and shrub cover <1% exotic within 10 years	Every 12 months
6	A, B, C, D, E, K, L, M (African Olive,	Initial: Chemical and mechanical means to ensure crown death and reduce canopy density and allow light penetration. Ideally not produce a dense groundcover	Every 6 months

	Honey Locust, Blackberry, Celtis, African Boxthorn, privets, Lantana)	mulch that suppresses native regeneration of groundcovers. Target: Exotic shrub <5% exotic within 5 years	
6	A, B, C, D, E, K, L, M (African Olive, Honey Locust, Blackberry, Celtis, African Boxthorn, privets, Lantana)	Follow-up: Chemical and physical methods to control - to ensure germinants are removed and destroyed Target: Maintain shrub cover <1% exotic within 10 years	Every months 12
6	Grass weeds, Perennial and annual groundcovers	Planting areas: Spot spray with appropriate chemical and over-plant with nominated shrub and tree canopy Target: Groundcover <10% exotic at planting in areas being planted and maintained at <10% afterwards.	Summer, at least 2 months before planting
6	Grass weeds, Perennial and annual groundcovers	Broader zone: Spot spray as required to limit spread until shaded by canopy. Target: Maintain groundcover <10% exotic within 10 years	Every months 6
6	Other weeds	Spot spray weeds as noted using appropriate chemical before flowering / fruiting and while in active growth. Target: Maintain groundcover <10% exotic and shrub cover <1% exotic within 10 years	Every months 12
7	A, B, C, D, E, K, L, M (African Olive, Honey Locust, Blackberry, Celtis, African Boxthorn, privets, Lantana)	Initial: Chemical and mechanical means to ensure crown death and reduce canopy density and allow light penetration. Ideally not produce a dense groundcover mulch that suppresses native regeneration of groundcovers. Target: Exotic shrub <5% exotic within 5 years	Every months 6
7	A, B, C, D, E, K, L, M (African Olive, Honey Locust, Blackberry, Celtis, African Boxthorn, privets, Lantana)	Follow-up: Chemical and physical methods to control - to ensure germinants are removed and destroyed Target: Maintain shrub cover <1% exotic within 10 years	Every months 12

7	Grass weeds, Perennial and annual groundcovers	Planting areas: Spot spray with appropriate chemical and over-plant with nominated shrub and tree canopy Target: Groundcover <10% exotic at planting in areas being planted and maintained at <10% afterwards.	Summer, at least 2 months before planting
7	Grass weeds, Perennial and annual groundcovers	Broader zone: Spot spray as required to limit spread until shaded by canopy. Target: Maintain groundcover <10% exotic within 10 years	Every 6 months
7	Other weeds	Spot spray weeds as noted using appropriate chemical before flowering / fruiting and while in active growth. Target: Maintain groundcover <10% exotic and shrub cover <1% exotic within 10 years	Every 12 months
Native planting required to provide habitat for native species affected by weed control activities			
Managem ent zone	Description of planting required (reference planting schedule at item 6.6)		Timing
1	Shrubs are to be planted in small areas of 100 m ² each across the zone (between 8 and 16 patches per hectare) with a mix of species as nominated (<i>Indigofera australis</i> , <i>Ozothamnus diosmifolius</i> , <i>Acacia decurrens</i> , <i>Acacia implexa</i> , <i>Bursaria spinosa</i> and <i>Breynia oblongifolia</i>)		In autumn, following effective weed control in the areas being planted.
2	Shrubs are to be planted in small areas of 100 m ² each across the zone (between 8 and 16 patches per hectare) with a mix of species as nominated (<i>Indigofera australis</i> , <i>Ozothamnus diosmifolius</i> , <i>Acacia decurrens</i> , <i>Acacia implexa</i> , <i>Bursaria spinosa</i> and <i>Breynia oblongifolia</i>)		In autumn, following effective weed control in the areas being planted.
3	Trees (<i>Eucalyptus moluccana</i> , <i>E. tereticornis</i> , <i>E. amplifolia</i> , <i>Angophora floribunda</i>) are to be planted at the nominated rates into areas where weeds have been managed. Shrubs are to be planted in small areas of 100 m ² each across the zone (between 8 and 16 patches per hectare) with a mix of species as nominated (<i>Indigofera australis</i> , <i>Acacia decurrens</i> , <i>Acacia implexa</i> and <i>Breynia oblongifolia</i>)		In autumn, following effective weed control in the areas being planted.
4	Trees (<i>Eucalyptus moluccana</i> , <i>E. tereticornis</i> , <i>E. crebra</i>) are to be planted at the nominated rates into areas where weeds have been managed. Shrubs are to be planted in small areas of 100 m ² each across the zone (between 8 and 16 patches per hectare) with a mix of species as		In autumn, following effective weed control in the areas being

	nominated (<i>Indigofera australis</i> , <i>Ozothamnus diosmifolius</i> , <i>Acacia decurrens</i> , <i>Acacia implexa</i> , <i>Bursaria spinosa</i> and <i>Breynia oblongifolia</i>)	planted.
5	<p>Trees (<i>Eucalyptus moluccana</i>, <i>E. tereticornis</i>) are to be planted at the nominated rates into areas where weeds have been managed.</p> <p>Shrubs are to be planted in small areas of 100 m² each across the zone (between 8 and 16 patches per hectare) with a mix of other species as nominated (<i>Melaleuca styphelioides</i>, <i>Acacia implexa</i>, <i>Acacia decurrens</i>, <i>Indigofera australis</i>, <i>Breynia oblongifolia</i> and <i>Bursaria spinosa</i>)</p>	In autumn, following effective weed control in the areas being planted.
6	<p>Shrubs are to be planted in small areas of 100 m² each across the zone (between 8 and 16 patches per hectare) with a mix of other species as nominated (<i>Melaleuca styphelioides</i>, <i>Acacia implexa</i>, <i>Acacia decurrens</i>, <i>Indigofera australis</i>, <i>Breynia oblongifolia</i>, <i>Ozothamnus diosmifolius</i> and <i>Bursaria spinosa</i>)</p>	In autumn, following effective weed control in the areas being planted.
7	<p>Trees (<i>Eucalyptus amplifolia</i>, <i>Angophora floribunda</i>, <i>A. subvelutina</i>) are to be planted at the nominated rates into areas where weeds have been managed.</p> <p>Shrubs are to be planted in small areas of 100 m² each across the zone (between 8 and 16 patches per hectare) with a mix of species as nominated (<i>Melaleuca styphelioides</i>, <i>Indigofera australis</i>, <i>Bursaria spinosa</i>, <i>Acacia decurrens</i>, <i>Acacia implexa</i> and <i>Breynia oblongifolia</i>)</p>	In autumn, following effective weed control in the areas being planted.

Monitoring and inspections of existing and new weeds

Management zone/s	Weed/s	Method of monitoring	Date/s required
All zones	Grass weeds	<ol style="list-style-type: none"> Weeds reduced to maintenance levels over 90% of site. Weeds reduced to less than 10% cover. <p>Assessment to be made at each permanent transect and by step-point over 100 points repeated at least 2 times per management zone or other suitable assessment to determine overall weed cover.</p>	<ol style="list-style-type: none"> By end of Year 6. By end of Year 9 and ongoing.
All zones	Herbaceous weeds	<ol style="list-style-type: none"> Weeds reduced to maintenance levels (under 30% cover) over 90% of site. Weeds reduced to less than 5% cover. <p>Assessment to be at each permanent transect and made by step-point over 100 points repeated at least 2 times per management zone or other suitable assessment to determine overall weed cover.</p>	<ol style="list-style-type: none"> By end of Year 5. By end of Year 9 and ongoing.
All zones	Woody weeds	<ol style="list-style-type: none"> Weeds reduced to maintenance levels (under 30% cover) over 90% of site. Weeds reduced to less than 1% cover. <p>Assessment to be made at each permanent transect and by step-point over 100 points repeated at least 2 times per management zone or other suitable assessment to determine overall weed cover.</p>	<ol style="list-style-type: none"> By end of Year 5. By end of Year 9 and ongoing.

All zones	African Olive, Honey Locust, Hackberry and Privets	Complete removal of all plants over 0.5m in height of each of these species from site.	By end of Year 10.
All zones	Declared noxious in LGA	Compliant with the requirements of the control orders for each species of noxious weed. Additionally, compliant with requirements by growth form as above where these are more stringent.	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 weed management or by undertaking any weed management they must be replaced.			

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	No known fires for previous 20 years (or for last 50 years).	All

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
Cumberland Plain Woodland	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.
River Flat Eucalypt Forest	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.

Ecological burning actions				
Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
All zones/ Burn Units	<p>Ecological burns should be carried out at an interval of five to 40 years with the majority of cycles within five to 15 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. All areas of a zone may not be affected in one burn event.</p> <p>Indicative 2 zones, burnt approx. every 8 years to result in an average burn interval of 16 years (subject to seasonal ability to conduct burns and any wildfire events) refer to Ecological Burn Units map dated 14/10/2016.</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 existing management trails, back burned areas or wet lines.</p>	July - October	<p>Burn Unit A Year 8, Burn Unit B at Year 16 and at appropriate intervals afterwards (average 16 year interval).</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). 	Year 8 and at an appropriate interval afterwards.		

	<ul style="list-style-type: none"> Also, a written and photographic report for plots relating to plant species and cover abundance starting 12 months post fire. The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'. 	
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 ecological burns or by undertaking any ecological burns they must be replaced.		
Existing vegetation of the site is as per insert Biometric Vegetation Types map dated 14/10/2016.		

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 zone/s
A	Rabbit	Localised burrows and warrens	all
B	Deer	Occasional animals present. Seen during visit	all
C	Goat	Some escape of stock possible but also wild	all

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.
B	Targeted shooting	Effective means of controlling deer.
C	Effective fencing	Effective fencing of property should reduce goat visitation.

Methods of control			
Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Pindone poison baits (and mapping of where baits laid). Baiting should be done in conjunction with rabbit control undertaken across rest of property and if possible in conjunction with neighbours.	As required.
All	A	Warren destruction as necessary. Can take place regardless of timing of rabbit poisoning.	As required.
All	B	Targeted shooting of animals.	As required.
All	C	Install and maintain stock-proof fencing.	As required.
Monitoring and inspections			
Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	All	<p>The monitoring is to comprise a regular walk over of the site (at least every three 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 three months.
All	All	Records of feral and overabundant native herbivores made during land management activities (weed control, planting) are to be made and forwarded to the landholder / site manager for action.	During works periods.
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where feral animals or overabundant native herbivores may have interfered or damaged posts.			
Surveillance and records to be made of any species not listed above that may have impact on the Biobank site and appropriate action to be implemented in consultation with OEH and LLS.			

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	Seen to be utilising the site and most likely occasionally constructing dens as part of a larger home range across the local landscape.	All

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Opportunistic shooting. Shooting can be undertaken if significant numbers of animals build up or more opportunistically when target species seen passing through site.	Shooting is suitable for multiple feral species and a cost-effective control.
A	Baiting: in conjunction with broader property baiting program and den fumigation (as required).	For small biobank sites, baiting is not considered effective at the landscape scale required to more appropriately manage vertebrate pests.

Methods of control

Management	Pest	Method of control	Frequency and timing
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zone/s	type		
All	A	Opportunistic shooting. All appropriate licences and permits obtained. Any shooting program must also target any other vertebrate pests sighted during the program.	Ongoing/As required
All	A	Baiting: in conjunction with broader property baiting program and den fumigation (as required	As/if required
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 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 Year 1.
Other management activities (where required)			
Plot marker posts are to be maintained or replaced where vertebrate pests may have interfered 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

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 plots and 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 Management Actions Map dated 14/10/2016 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: GDA 94 (= WGS84), Zone 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
MZ1-1 (site 14 end)	281719	6233695	050 (transect post)
MZ2-1 (site 01 start)	281910	6233822	035 (transect post)
MZ3-1 (site 15 start)	281638	6234066	190 (transect post)
MZ4-1 (site 08 end)	281559	6233886	120 (uphill)
MZ5-1 (site 05 start)	281945	6234231	070 (transect post)
MZ6-1 (site 03 start)	281341	6233858	300 (transect post)
MZ7-1 (site 12 start)	281887	6234280	000 (transect post)

- 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	Every 3 months

zones on the biobank site.	
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 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					

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

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 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 [REDACTED]).
- 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 prior to the date that payment is due to be made

C is the CPI for the June Quarter 2017

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	Amount
At the beginning of the first year	
At the beginning of the second year	
At the beginning of the third year	
At the beginning of the fourth year	
At the beginning of the fifth year	
At the beginning of the sixth year	
At the beginning of the seventh year	
At the beginning of the eighth year	
At the beginning of the ninth year	
At the beginning of the tenth year	

At the beginning of the eleventh year	
At the beginning of the twelfth year	
At the beginning of the thirteenth year	
At the beginning of the fourteenth year	
At the beginning of the fifteenth year	
At the beginning of the sixteenth year	
At the beginning of the seventeenth year	
At the beginning of the eighteenth year	
At the beginning of the nineteenth year	
At the beginning of the twentieth year	
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 (\$)
Annual reporting fee	The twenty first year and every year thereafter	
Council rates (prorata)	The twenty first year and every year thereafter	
RLPB (prorata)	The twenty first year and every year thereafter	
Dept Lands fees (not applicable)	The twenty first year and every year thereafter	
Insurance Premiums (Public liability, fences, equipment)	The twenty first year and every year thereafter	
Periodic review of Management Plan	The twenty fifth year and every fifth year thereafter	

Annual reporting	The twenty first year and every year thereafter	
Business Management expensives (Admin, accounting)	The twenty first year and every year thereafter	
Total present value of payments after 20 years (incl. GST)		
Total present value of payments after 20 years (excl. GST)		

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 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.



Appendix F

Department of Agriculture, Water and the Environment
Commencement of Action Notification Acceptance Letter



Ref: 17/008317

Email: epbcmonitoring@awe.gov.au

Nathan Soe
Project Manager
City Projects & Developments Pty Ltd
Suite 28.02, Level 28
31 Market Street
SYDNEY NSW 2000

Dear Mr Soe,

Commencement of Action – Residential subdivision of land at Lot 400 Strathyre Road, Prestons, NSW (EPBC 2015/7627)

I refer to your email of 30 June 2021 on behalf of Maxma Developments Pty Ltd notifying the Department of Agriculture, Water and the Environment (the Department) of the commencement of the residential subdivision at Lot 400 Strathyre Road, Prestons, NSW in accordance with condition 6 of the *Environment Protection and Biodiversity Conservation Act 1999* (the Act) approval EPBC 2015/7627.

I note that the action commenced on 16 June 2021.

Condition 8 – Annual Compliance Reporting

Condition 8 of the approval states that the approval holder must prepare an Annual Compliance Report for each 12-month period following the date of commencement of the action. The approval holder must continue to publish each report and notify the Department of publication until the expiry of this approval on 30 November 2031. The reports must be published within 3 months of every 12-month anniversary of commencement. Documentary evidence providing the date of publication must be provided to the Department at the same time the report is published.

Please notify the Department of publication of the reports by email, including a link to where the report is publicly available to epbcmonitoring@awe.gov.au. Please note the first Annual Compliance Report is due by **16 September 2022**.

When preparing the report please refer to the Department's Annual Compliance Report Guidelines available on the Department's website at <http://www.environment.gov.au/epbc/publications/annual-compliance-report-guidelines>.

We note your request of 30 June 2021 to be exempt from the reporting requirement specified by condition 8. This is a standard administrative condition that applies to all approval holders and assists with informing our active monitoring program. Given that the action has recently commenced, it is considered appropriate that you report in accordance with condition 8 of the approval to demonstrate your compliance with the conditions. We suggest that following the first report, you make a further request regarding the fulfilment of your reporting requirements.

Please note that the conditions of approval require the approval holder to maintain accurate records of all activities associated with, or relevant to, the approval conditions so that they can be made available to the Department on request. These documents may be subject to audit and be used to verify compliance. Summaries of audits may be published by the Department.

More information about the Department's Monitoring and Audit program is available on the Department's website at <http://www.environment.gov.au/epbc/compliance-and-enforcement/auditing>.

Section 142 of the Act requires an approval holder to comply with conditions attached to an approval. Penalties may apply to approval holders who contravene conditions.

If you would like to discuss this matter further, please contact Michaela Ballard at epbcmonitoring@awe.gov.au.

Yours sincerely,



Thomas Long
A/g Assistant Director
Environmental Audit Section

06 July 2021