

Planning Agreement

PARTIES

Northern Beaches Council of 725 Pittwater Road, Dee Why, New South Wales (Council)

And

Warrimac Pty Ltd (ACN 657 593 194) ATF Warrimac Trust (ABN 82 310 238 395) of 17 CASTLEREAGH STREET SYDNEY 2000, (Developer)

BACKGROUND

- A. On 31 May 2023, the Developer made a Development Application (DA2023/0669) to Council for Development Consent to carry out the Development on the Land.
- B. That Development Application was accompanied by an offer by the Developer to enter into a planning agreement to carry out Contribution Works and deliver the Contribution Land if Development consent was granted. The Developer subsequently updated its offer to enter into this agreement and its latest offer is dated 15 November 2024. This Agreement is consistent with the Developer's offer.
- C. The Land to which this agreement relates is located within the Warriewood Valley Release Area.
- D. On 28 June 2022, Council adopted the Warriewood Valley Development Contributions Plan (Amendment 16, Revision 4). The life of the Plan is from 2021/22 to 2030/31 inclusive.
- E. The Contributions Plan requires that any future development on land identified under the Plan is to be subject to a requirement for the provision of a monetary, and/or works contribution, and/or the dedication of land.
- F. The Land to which the Development Application relates is identified under the Plan for land dedication and associated works for public infrastructure and benefit, including the delivery of a shared pedestrian and bike path within the public road verge of Macpherson Street/Brands Lane, as well as the rehabilitation, and thereafter dedication, of an inner creek line corridor.
- G. Development Consent (NSW LEC Proceedings No.2023/00250329) was issued by the Land and Environment Court on 28 November 2024.

OPERATIVE PROVISIONS

1. Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

2. Application of this Agreement

This Agreement applies to the Land more particularly described as Lot 4 in DP 553816 and known as 16 Macpherson Street, Warriewood and to the Development proposed in the Development Consent.

3. Operation of this Agreement

The Parties agree that this Agreement operates as a planning agreement in accordance with s 7.4 of the *Environmental Planning and Assessment Act 1979*.

The parties agree that this Agreement operates from the date of this Agreement.

4. Definitions and interpretation

4.1 In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979*.

Agreement means this Planning Agreement.

Bank Guarantee means an irrevocable and unconditional undertaking by a trading bank approved by the Council as security for the delivery of the Contribution Works in the sum of \$407,607.00.

Construction Certificate has the same meaning as in the Act and in the context of this Agreement is any construction certificate issued in respect to the Development Consent.

Contributions Plan means the Warriewood Valley Plan (Amendment 16, Revision 4) 2022.

Contribution Land means that part of the Land to be dedicated under this Agreement, being the 1091m² parcel of land identified as the “Inner Creek Line Corridor” and proposed Lot 30 shown in Schedule 4.

Contribution Works means the construction of the Shared Path Brands Lane Pedestrian and Cycleway Connection and the rehabilitation of the Inner Creek Line Corridor - Contribution Land by way of Rehabilitation Works (Stage 1) and Rehabilitation Works (Stage 2) (with such Inner Creek Line Corridor to be dedicated to Council under this Agreement) as referred to in clause 5 of this Agreement.

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Defect means anything inherent in the Contribution Works at the time of their completion which adversely affects or is likely to adversely affect the appearance, integrity, functionality, use or enjoyment of the Contribution Work or any part of the Contribution Work.

Defect Liability Period means a period of 12 months following completion of/delivery to Council of Contribution Work in accordance with this Agreement.

Development means the works proposed under DA2023/0669, for demolition of existing structures, construction of 28 dwellings including community title subdivision, construction of a shared path connection, dedication and rehabilitation of the inner creek line corridor to council; and associated infrastructure, roadworks, tree removal and landscaping at 16 Macpherson Street, Warriewood.

Development Application has the same meaning as in the Act and in the context of this Agreement is the application referred to in Background A to this Agreement.

Development Consent has the same meaning as in the Act and in the context of this Agreement is the consent referred to in Background G to this Agreement, and any modified version of it.

Development Contributions means the carrying out of the Contribution Works at no cost to Council and in accordance with the provisions of this Agreement and the dedication of the Contribution Land free of all encumbrances at nil consideration, at no cost to Council and in accordance with the provisions of this Agreement.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or Regulation relating to the imposition or administration of the GST.

Inner Creek Line Corridor means proposed Lot 30 of the concept subdivision shown at Schedule 4 to this Agreement.

Land means Lot 4 in DP 553816 known as 16 Macpherson Street, Warriewood.

Maintenance means keep in a good state of repair and working order and includes repair of any damage to the Contribution Works.

Maintenance Period means in respect to Rehabilitation Works, a period from commencement of Rehabilitation Works (Stage 1) and to completion of Rehabilitation Works (Stage 2) and for other Contribution Works, during construction of and up to 12 months following delivery/dedication to Council.

Occupation Certificate has the same meaning as in the Act and in the context of this Agreement is any occupation certificate issued in respect to the Development Consent.

Party means a party to this agreement, including their successors and assigns.

Plan of Subdivision has the same meaning as the in the Act and in the context of this Agreement means any plan of subdivision in relation to the Development Consent.

Public Purpose for the purposes of this Agreement means the provision of public infrastructure, amenities and connectivity and conservation and enhancement of the natural environment within Warriewood Valley.

Rehabilitation Works (Stage 1) means all items nominated as “works to be undertaken” under Table 3 (“Year 1 Targets and Schedule of Works”) of page 7 in the Biodiversity Management Plan prepared by AEP dated October 2023 – Schedule 7 of this Agreement.

Rehabilitation Works (Stage 2) means all items nominated as “works to be undertaken” under Tables 4, 5, 6 and 7 (Year 2-5 Targets and Schedule of Works”) of pages 8-9 in the Biodiversity Management Plan prepared by AEP dated October 2023 – Schedule 7 of this Agreement.

Shared Path Brands Lane Pedestrian and Cycleway Connection means that part of the Development Contributions referred to in Clause 5.2 item 1 of this Agreement.

Subdivision Certificate has the same meaning as the in the Act and in the context of this Agreement means any subdivision certificate issued in respect to the Development Consent.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

4.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

- c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- k) References to the word 'include' or 'including' are to be construed without limitation.
- l) A reference to this Agreement includes the agreement recorded in this Agreement.
- m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- n) Any schedules and attachments form part of this Agreement.

5. Development contributions to be made under this Agreement

- 5.1 The Developer agrees to deliver the Development Contributions in the time specified under this Agreement and in accordance with the terms of this Agreement.
- 5.2 The Developer is to make the Development Contributions set out in Schedule 1 of this Agreement at the time specified in clause 6 and Schedule 2 of this Agreement.

6. Timing of delivery of Development Contributions and application of the development contributions

- 6.1 The Council will take delivery of and apply the Development Contributions towards the Public Purpose.
- 6.2 The Developer is to make the Development Contributions identified in clause 5 and Schedule 1 of this Agreement by the times identified in the "Development Stage" column Schedule 2 of this Agreement.
- 6.3 Council shall be entitled to all necessary inspections (including at the final stage of the Development) of all Contribution Works leading up to the Final Inspection Stage set out in Schedule 2.
- 6.4 The Developer will carry out Maintenance of the Contribution Works for the Maintenance Period. At any time during the Maintenance Period or Defect Liability Period, the Council may inspect the Contribution Works for the purpose of ascertaining

the state of the works and any deficiency, repairs, omissions or Defects required to be made good by the Developer. Council may at any time issue a rectification notice identifying the rectification works required during the Maintenance or Defect Period and allowing the Developer a reasonable period to complete the works. The Developer must attend to any such rectification works to the satisfaction of Council.

- 6.5 All Contribution Works are to be delivered in accordance with this Agreement, the Development Consent and to the satisfaction of Council.

7. Application of section 7.11 and section 7.12, and section 7.24 of the Act to the development

- 7.1 This Agreement does not exclude the application of s 7.11, 7.12 or 7.24 of the Act.
- 7.2 The Development Contributions provided by the Developer under this Agreement will be taken into account towards the Developer's obligations to make contributions towards the Contributions Plan in accordance with the Development Consent and this Agreement.
- 7.3 Schedule 3 – Development Contribution Calculations identifies the Development Contributions payable by the Developer calculated in accordance with the Contributions Plan – payable pursuant to the Development Consent and not under this Agreement
- 7.4 Development Contributions based on 27 additional dwellings approved under consent DA, based on the rate of \$75,305 per dwelling. The total contribution amount for the approved total 28 dwellings as stated in the consent is 2,033,235 (subject to indexation where indicated in this Agreement or in the Development Consent to be offset in accordance with Schedule 3.

8. Registration of this Agreement

The Developer warrants that they have done all things necessary to enable this Agreement to be registered on the Title of the land as provided for in section 7.6 of the Act. Evidence of registration must be provided to Council as soon as possible after execution of this Agreement and prior to the Development Consent becoming operational. Notwithstanding any other provision herein, this Agreement shall remain registered against the Land, in whole and in part, until the Developer has complied with all of its obligations under this Agreement.

9. Bank Guarantee

9.1 Provision of Bank Guarantee

- (a) Upon entering into this Agreement the Developer must deliver to the Council a Bank Guarantee, which must be:
- (i) in a form and from an institution approved by the Council;
 - (ii) irrevocable and unconditional;
 - (iii) with no expiry date;
 - (iv) issued in favour of the Council;
 - (v) in the amount of \$407,607.00;
 - (vi) drafted to cover the Developer's obligations under this Agreement in respect to the Contribution Works ; and
 - (vii) on the terms otherwise satisfactory to the Council.

- (b) The Developer acknowledges that the Council enters into this Agreement in consideration of the Developer's obligations herein to provide the Bank Guarantee as a security for the performance of the Developer's obligations under this Agreement, in respect to the delivery of the Contribution Works.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer:
 - (i) fails to deliver any part of the Contribution Works in accordance with this Agreement , and
 - (ii) fails to remedy the relevant failure or breach within 7 days after the Council's notice.
- (b) If the Council calls on the Bank Guarantee as a result of the Developer's failure referred to in clause 9.2 (a), then the Council will be entitled to apply the amount received pursuant to its claim on the Bank Guarantee towards the Developer's obligations under this Agreement in respect to the delivery of the Contribution Works to Council.

9.3 Return of Bank Guarantee

Subject to clause 9.2, provided that the Developer has complied with its obligations under this Agreement, the Council will return the Bank Guarantee to the Developer.

10. Review of this Agreement

This Agreement may be reviewed with agreement from both parties and in accordance with all legislative requirements.

11. Dispute resolution

11.1 Notice of Dispute

If a party claims that a dispute has arisen under this Agreement (Claimant), it must give written notice to the other party (Respondent) stating the matters in dispute and designating as its representative a person to negotiate the dispute (Claim Notice). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 11.

11.2 Response to Notice

Within ten (10) business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 Negotiation

The nominated representative must:

- (a) meet to discuss the matter in good faith within five (5) business days after service by the Respondent of notice of its representative;
- (b) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further Notice if Not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Dispute Notice) by mediation under clause 11.5 or by expert determination under clause 11.6.

11.5 Mediation

If a party gives a Dispute Notice calling for the dispute to be mediated:

- a) the parties must agree to the terms of reference of the mediation within five (5) business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- b) the Mediator will be agreed between the parties, or failing agreement within five (5) business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- c) the Mediator appointed pursuant to this clause 11 must:
 - i. have reasonable qualifications and practical experience in the area of the dispute; and
 - ii. have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- e) the parties must within five (5) business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- g) in relation to costs and expenses:
 - i. each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - ii. the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

11.6 Expert Determination

If the dispute is not resolved under clause 11.3 or 11.5, the dispute may, by agreement between the parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- a) The dispute must be determined by an independent expert in the relevant field:
 - i. agreed upon and appointed jointly by Council and the Developer; or
 - ii. in the event that no agreement is reached or appointment made within 30 business days, appointed on application of a party by the then current President of the Law Society of New South Wales;

- b) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause;
- c) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- e) each party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- f) any determination made by an expert pursuant to this clause is final and binding upon the parties except where the determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal and any party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

11.7 Litigation

If the dispute is not finally resolved in accordance with this clause 10, either party is at liberty to litigate the dispute.

11.8 Continue to perform obligations

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

12. Enforcement

12.1 Nothing in this Agreement prevents Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.

12.2 Until such time as the development contribution has been paid in full the Developer must:

- a) Notify Council in writing of the name and contact details of any Certifying Authority to which it has applied for a Construction Certificate at the same time that such application is made;
- b) At the time it lodges any application for a construction certificate notify the Certifying Authority in writing of the existence and terms of this Agreement;
- c) Procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue a Construction Certificate until Council provides written confirmation that the development contribution has been paid.

12.3 The Developer acknowledges and agrees that Council has a caveatable interest in the Land from the date of Development Consent and shall be entitled to lodge and maintain a caveat on the title to the Land notifying Council's interest created by this Agreement.

- 12.4 The Developer will upon execution of this Agreement deliver to Council a caveat in registrable form with the consent to caveat signed by the Developer notifying Council's interest created by this Agreement together with a cheque in favour of NSW Land Registry Services for the registration fee on the caveat.
- 12.5 Council will provide such written consents and registrable documents to the Developer to enable the Land to be mortgaged provided that the mortgagee acknowledges Council's interest in the Land under this Agreement and agrees to the registration of this Agreement in accordance with its terms.
- 12.6 Upon registration of the Agreement on the title to the Land in accordance with clause 8 or payment of the development contribution to Council or surrender of the Development Consent, the Developer will be entitled to withdrawal of the caveat.

13. Notices

- 13.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- a) Delivered or posted to that Party at its address set out below.
- b) Faxed to that Party at its fax number set out below.
- c) Emailed to that Party at its email address set out below.

Council

Attention: CEO, Northern Beaches Council

Address: PO Box 82 Manly, NSW, 1655

Fax Number: 02 9971 4522

Email: council@northernbeaches.nsw.gov.au

Developer

Attention: Chris Webster

Address: Level 3, 17 Castlereagh Street, Sydney NSW 2000

Fax Number: N/A

Email: cwebster@ipmproperty.com.au

- 13.2 If a Party gives the other Party three (3) business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 13.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- a) If it is delivered, when it is left at the relevant address.
 - b) If it is sent by post, two (2) business days after it is posted.
 - c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

- 13.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

14. Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

15. Assignment and dealings

Until this Agreement is registered on the title of the Land, and the Contribution Land is dedicated to Council in accordance with this Agreement, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so unless the Developer:

- 15.1 Gives Council no less than twenty (20) business days' notice in writing of the proposed sale, transfer, assignment, novation, charge, encumbrance or other dealing with its rights in respect of the Land;
- 15.2 Procures that any buyer, transferee, assignee or novatee promptly executes an Agreement in favour of Council whereby the buyer, transferee, assignee or novatee becomes contractually bound with Council to perform the Developer's obligations under this Agreement;
- 15.3 In the event of a proposed sale or transfer of the Land, or other dealing which the Council in its discretion considers may adversely impact security for delivery of any of the Development Contributions herein, the Developer must procure an additional unconditional bank guarantee (in addition to the Bank Guarantee) unlimited in time and on terms acceptable to Council for the amount/value of any Development Contributions yet to be delivered to Council in accordance with this Agreement.

16. Costs

Council's costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer.

17. Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

18. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

19. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the nonexclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

20. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

21. No fetter

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

22. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

23. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

24. Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

25. Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

26. GST

26.1 Unless otherwise indicated, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of any GST which may be imposed on the supply.

26.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.

- 26.3 Any amount in respect of GST payable under clause 25.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 26.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("Cost") incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.
- 26.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Agreement (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any reduction in prices (excluding GST) charged to the Supplier. Both parties must also comply with relevant provisions of the *Trade Practices Act 1974* (Cth).

27. Termination, Recission or Determination

27.1 This document terminates in the following events:

27.1.1 The parties agree in writing to terminate the operation of this Agreement at any time.

27.1.2 The Development Consent lapses or is surrendered.

27.2 Upon termination of this Agreement under clause 27.1:

27.2.1 all future rights and obligations of the parties are discharged; and

27.2.2 all pre-existing rights and obligations of the parties continue to subsist.

27.3 This document will terminate upon the Developer satisfying all of the obligations imposed on it under this Agreement in full.

27.4 The Council will sign any documents necessary to remove the registration of this Agreement from the title of the land upon termination or determination of this Agreement in accordance with this clause 27 at the written request of the Developer and at the Developer's cost.

Executed as an Agreement on behalf of Warrimac
Pty Ltd & ATF Warrimac Trust:

Signature:
Name:


Chris Webster

Signature of Witness:

Name: OSCAR HERRANZ

Dated: 28/05/2025

Executed as an Agreement on behalf of Northern
Beaches Council:

Chief Executive Officer:
Scott Phillips

Signature of Witness:

Name: ELIZABETH REEVE

Dated: 5/June/2025

Note: this explanatory note providing details on this Agreement may not be used to assist in construing this Agreement.

SCHEDULE 1 – DEVELOPMENT CONTRIBUTIONS

Item	Name	Description
1	Shared Path – Brands Lane Cycleway and Pedestrian Connection	Construction of a 2.1m wide shared pedestrian and bicycle path in accordance with the Road & Drainage Plans prepared by Craig & Rhodes (shown in Schedule 5 to this Agreement) and in accordance with the Development Consent and to the satisfaction of Council
2	Rehabilitation Works (Stage 1)	Civil and Rehabilitation Works (Stage 1) within the Inner Creek Line Corridor as set out in the Creek Works Plan and Biodiversity Management Plan (Set out in Schedules 6 and 7 to this Agreement) and in accordance with the Development Consent and to the satisfaction of Council
3	Dedication of Contribution Land – Proposed Lot 30	Dedication of 1091m ² of Inner Creek Line -Corridor (proposed Lot 30 as shown in Schedule 4) for nil consideration, at no cost to Council and free of all encumbrances
4	Rehabilitation Works (Stage 2)	Rehabilitation Works (Stage 2) within the Inner Creek Line Corridor shown in the Creek Works Plan and Biodiversity Management Plan (set out in Schedules 6 and 7 to this Agreement) and in accordance with the Development Consent and to the satisfaction of Council

SCHEDULE 2 – DEVELOPER'S CONTRIBUTION WORKS AND CONTRIBUTION LAND DEDICATION

Item of Work	Development Contribution	Development Stage for delivery	Final Inspection Stage	Relevant Reference Schedule
1	Shared Paths – Brands Lane Cycleway and Pedestrian Connection	Prior to dedication of the Contribution Land and the issue of any Occupation Certificate for DA2023/0669 and constructed in accordance with Condition 93 of the Development Consent DA2023/0669	Prior to issue of any Occupation Certificate	Schedule 5 to this Agreement
2	Rehabilitation Works – Stage 1 (Year 1)	Prior to dedication of the Contribution Land and prior to issue of any Occupation Certificate under the Development Consent DA2023/0669	Following the rehabilitation of the Inner Creek Line Corridor and construction of water management facilities and appropriate inspections/signoff by Council and prior to issue of any Occupation Certificate	Schedules 6 and 7 to this Agreement
3	Dedication of Contribution Land Proposed Lot 30	Subject to Northern Beaches Council as certifier issuing a Subdivision Certificate and Rehabilitation Works Stage 1 being complete in accordance with this Agreement and the Final Inspection Stage inspection having occurred to the satisfaction of Council. Upon registration of the final plan of subdivision with NSW Land Registry Services.	The timing of dedication is to occur following all inspections required for final signoff by Council of the Rehabilitation Works (Stage 1) on the Inner Creek Line Corridor.	Schedule 4 to this Agreement
4	Rehabilitation Works – Stage 2 (Years 2-5)	Following completion of Rehabilitation Works (Stage 1) for Years 2-5 of the works relating to rehabilitation to be	Prior to the release of the maintenance bond in accordance with Condition 9 under the	Schedule 6 and 7 to this Agreement

Item of Work	Development Contribution	Development Stage for delivery	Final Inspection Stage	Relevant Reference Schedule
		carried out by the Developer.	Development Consent.	

SCHEDULE 3 – DEVELOPMENT CONTRIBUTION CALCULATIONS

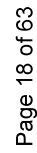
Contributions	Total development cost (in FY2024/25 dollars)*	Levy rate	Method of delivery to Council
Item 1	\$73,012	Value offset	Works to be delivered by Applicant in accordance with this Agreement
Items 2 and 4	\$158,899	Value offset	Works to be delivered by Applicant in accordance with this Agreement
Item 3	\$175,696	Value already accounted for in condition of DA consent	Works to be delivered by Applicant
Reduced Total Contributions payable to Council under DA2023/0669: \$1,625,627⁺			

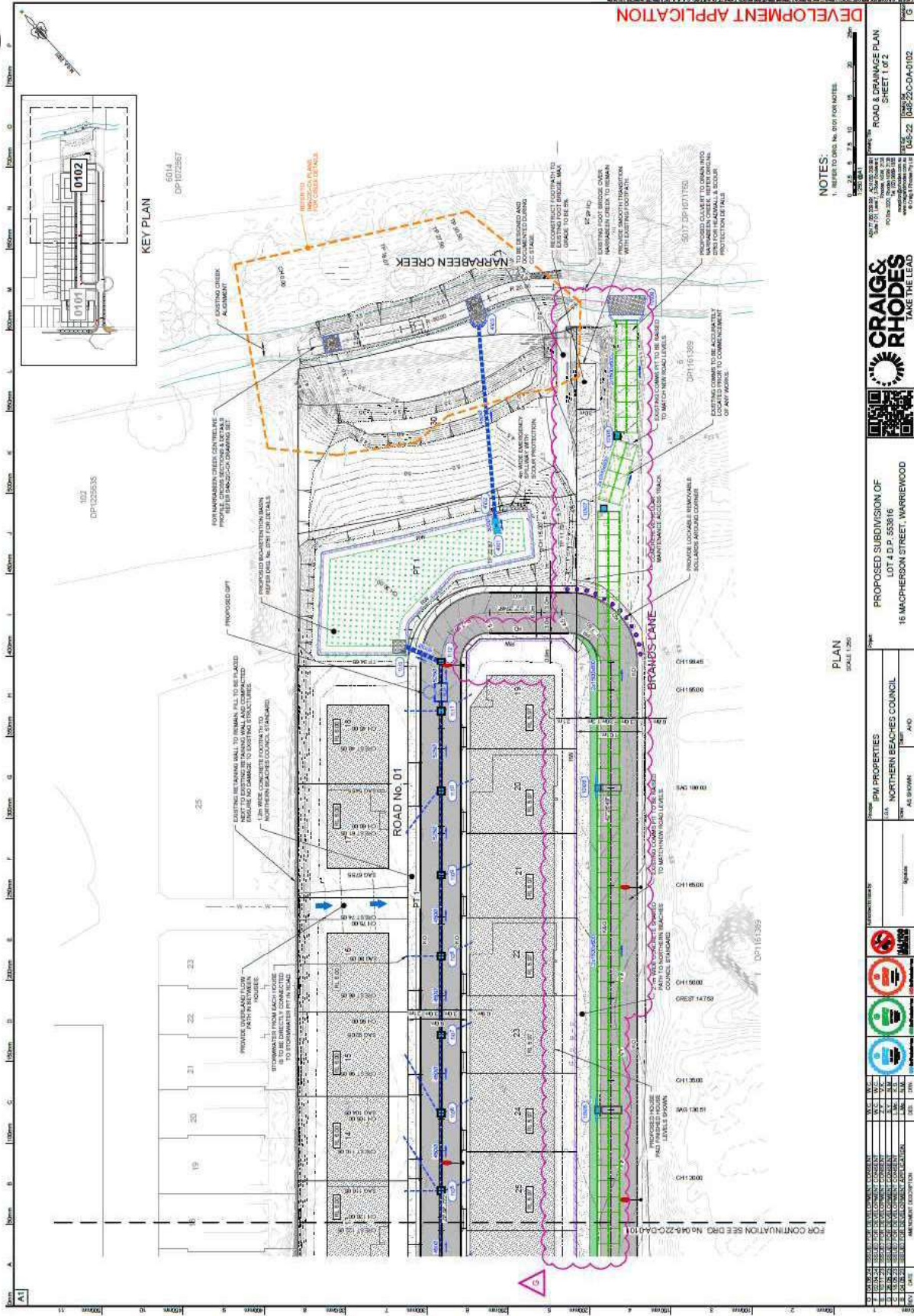
* Amount (in 24/25 dollars) as stated in Condition 8 of development consent DA2023/0669

+ Cash contribution payable to Council will be indexed at time of payment in accordance with Condition 8 of development consent DA2023/0669

SCHEDULE 4 – CONCEPT SUBDIVISION PLAN – RIPARIAN CORRIDOR







D.A.

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PROPOSED SUBDIVISION OF
LOT 4 D.P. 553816
15 MACPHERSON STREET, WARREWOOD



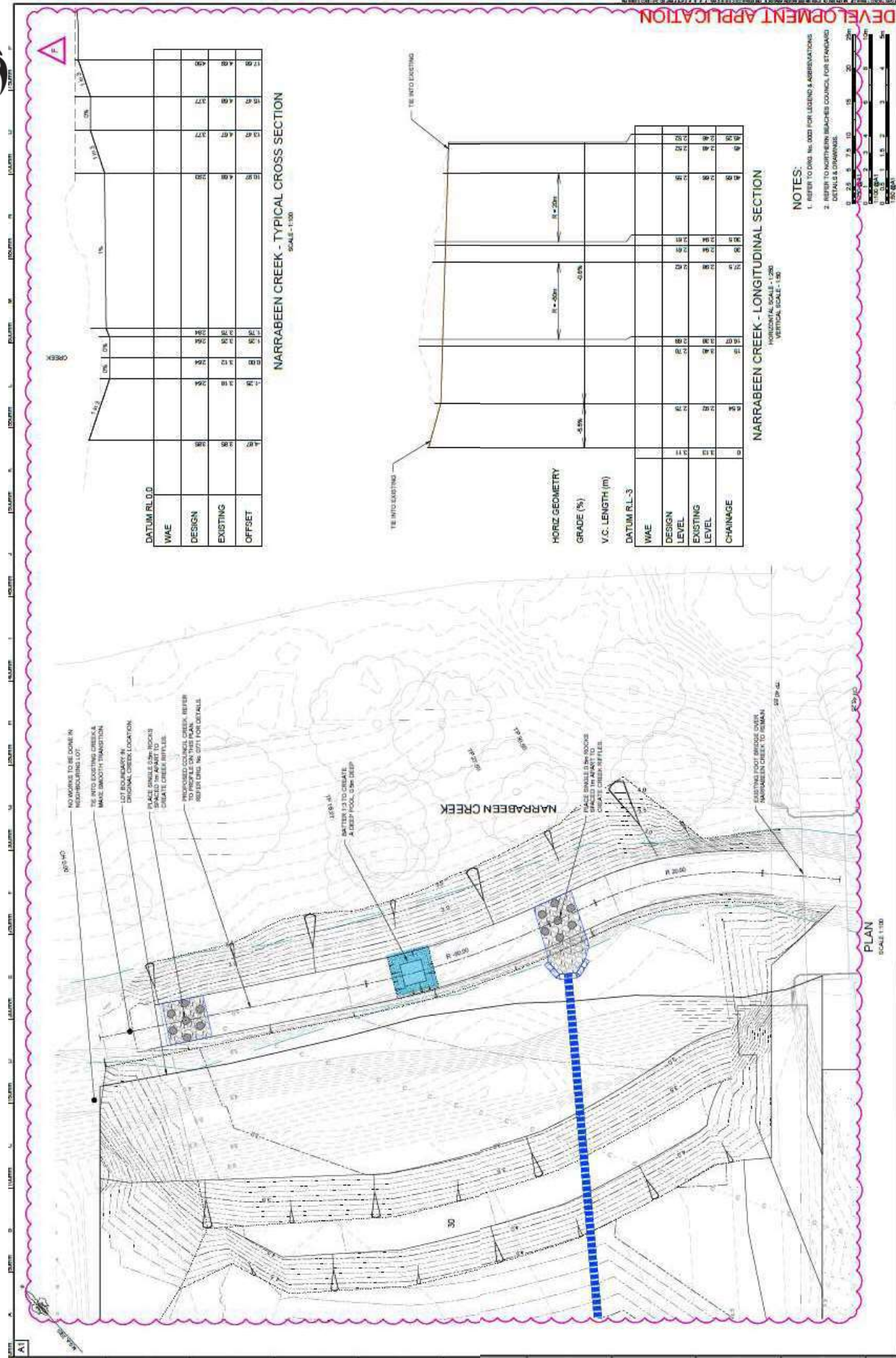
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RHODES**
TAKE THE LEAD

COVER SHEET,
LOCALITY PLAN
& INDEX
Drawing for
748-22C-CK-0001

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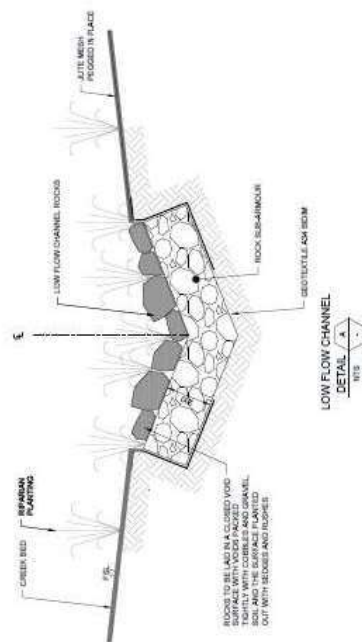
DEVELOPMENT APPLICATION

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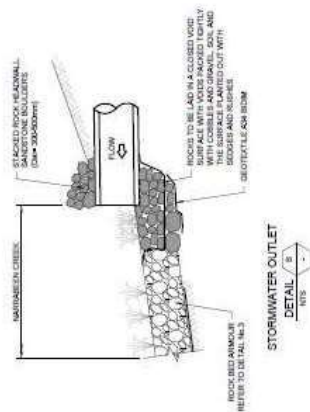
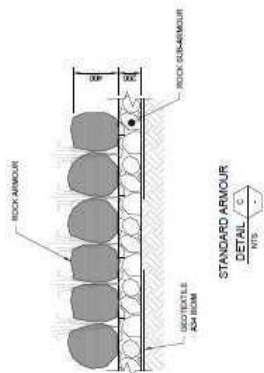




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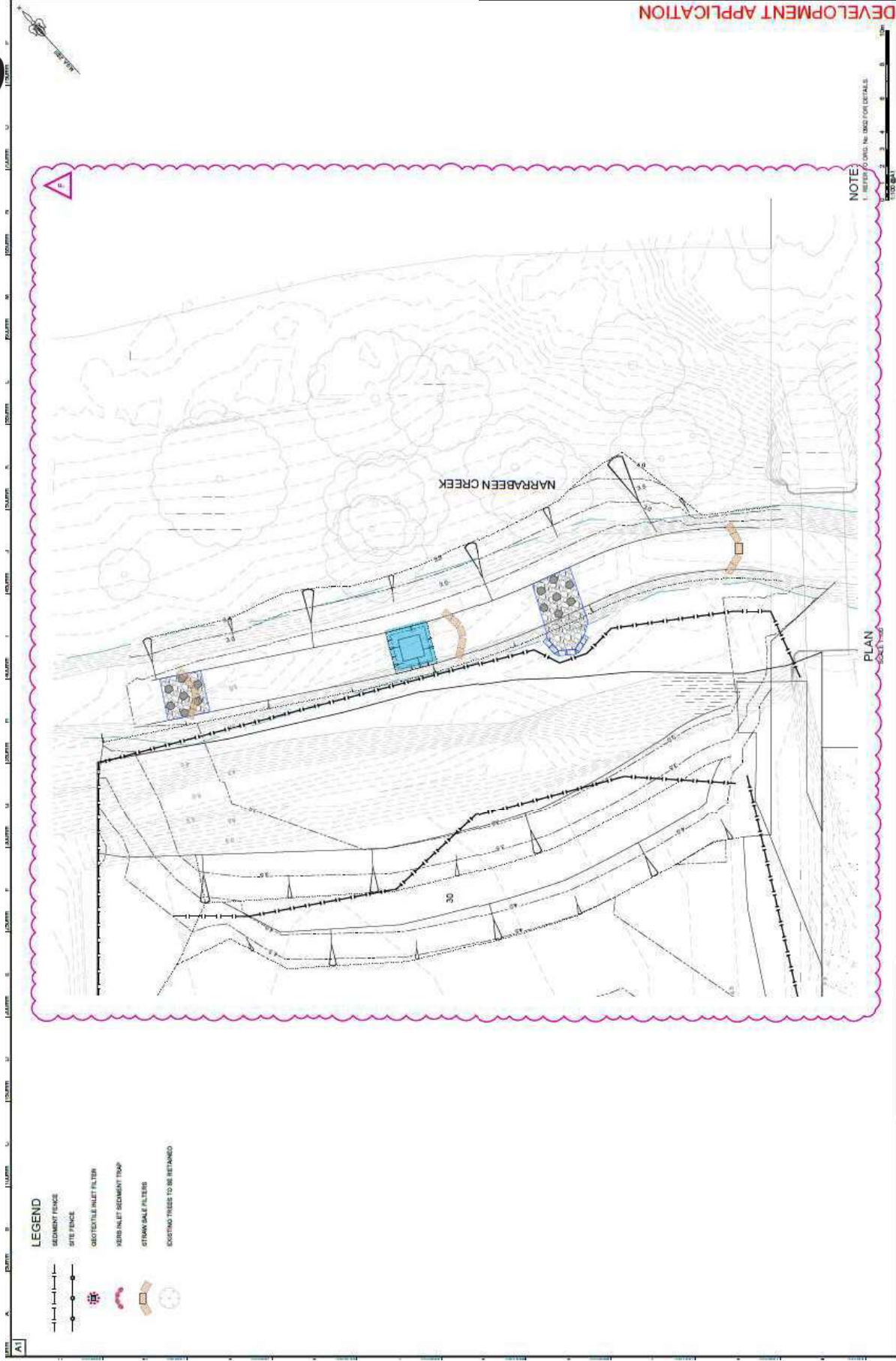


NOTE
THICK, SIZES AND DEPTH ARE SHOWN AS
INDICATIVE ONLY TO BE CONSIDERED IN
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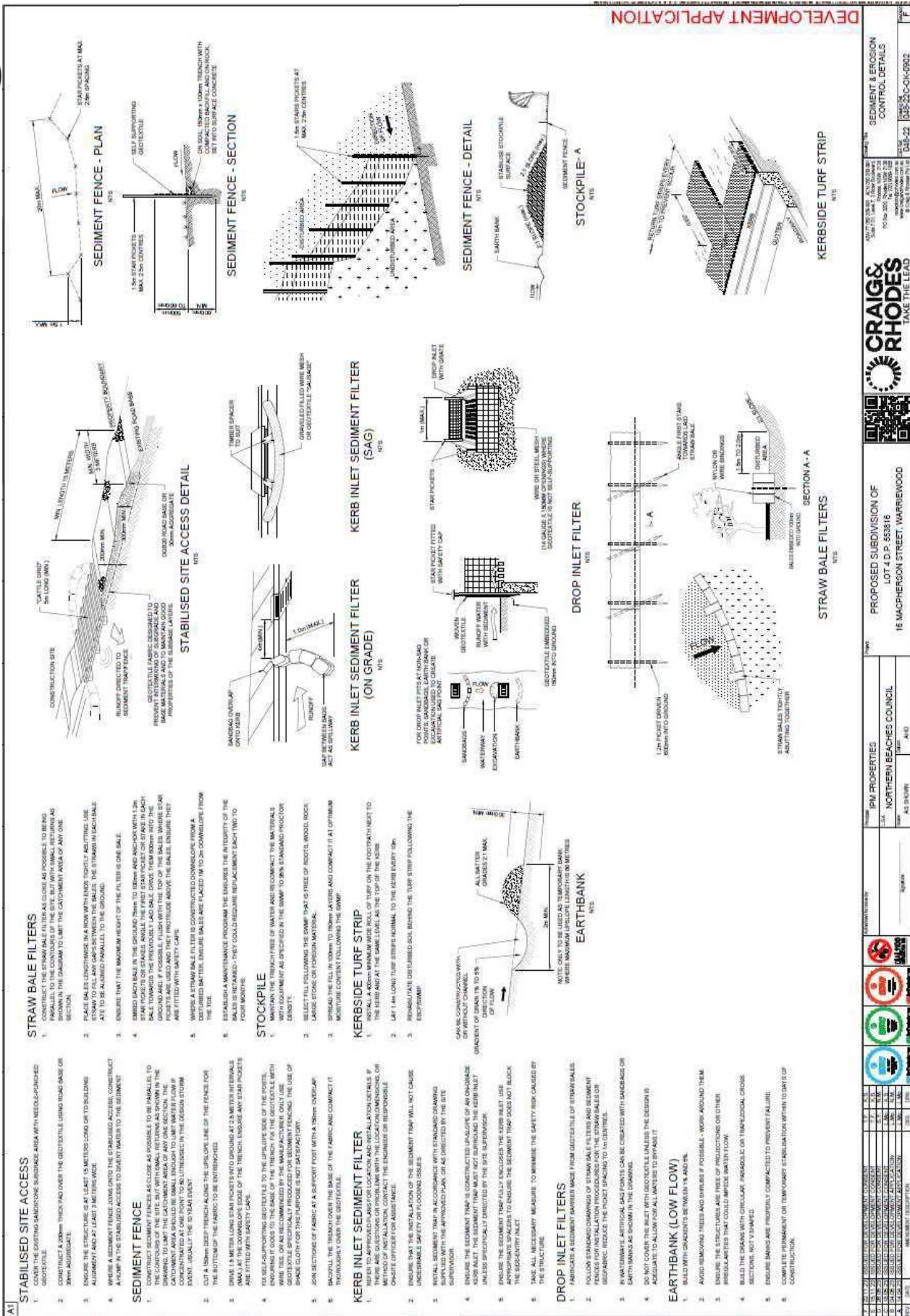
DEVELOPMENT APPLICATION

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DEVELOPMENT APPLICATION

CRAIG & RHODES TAKE THE LEAD		PROPOSED SUBDIVISION OF LOT 4 D.P. 553916 15 MACPHERSON STREET, WARRENWOOD		Project No. 045-22		Drawing No. 045-22-CK-001	
Name PM PROPERTIES		Client NORTHERN BEACHES COUNCIL		Date 15/11/20		Scale 1:100	
Author J.A.		Designer J.A.		Checker J.A.		Approver J.A.	
Date 15/11/20		Date 15/11/20		Date 15/11/20		Date 15/11/20	
Description SEDIMENT & EROSION CONTROL PLAN		Description SEDIMENT & EROSION CONTROL PLAN		Description SEDIMENT & EROSION CONTROL PLAN		Description SEDIMENT & EROSION CONTROL PLAN	



SCHEDULE 7 – BIODIVERSITY MANAGEMENT PLAN



Biodiversity Management Plan – 16 Macpherson St, Warriewood NSW

Prepared For: Warrimac Pty Ltd

Prepared By: Anderson Environment and Planning

Date: October 2023

AEP Reference: 2564.01

Revision: 04

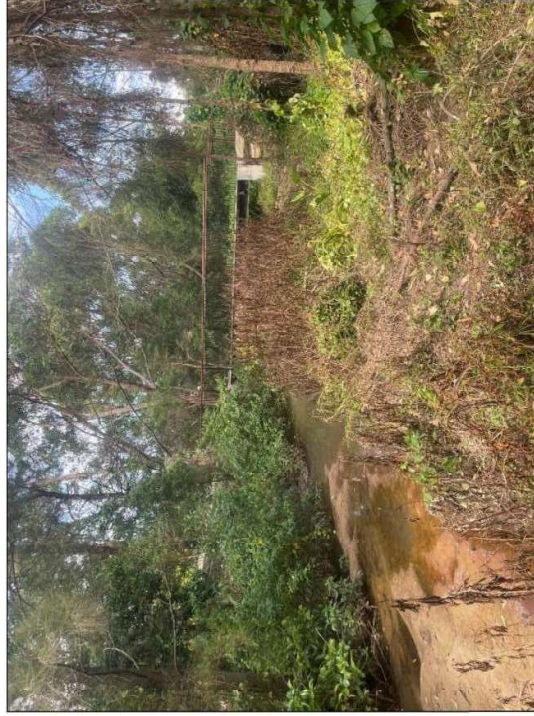




Table of Contents

1.0	Introduction	2
1.1	Biodiversity Management Plan Objectives	2
1.1.1	Proposal	2
1.1.2	Supporting Reports	2
1.2	BMP Lands	2
1.3	Existing Site Conditions	2
2.0	Regeneration Approach	2
3.0	Council Standard Creek Design and Vegetated Riparian Zone	3
4.0	Management Zones	3
4.1.1	Zone 1: Reconstruction - Aquatic Zone	3
4.1.2	Zone 2: Reconstruction – PCT 1795 Coastal flats Swamp Mahogany Forest	3
5.0	Regeneration Targets	4
6.0	Translocation of <i>Syzygium paniculatum</i>	4
6.1	Aims Treatment / Monitoring Plan	4
6.1.1	Translocation Plan	4
6.1.2	Monitoring Program	4
7.0	Regeneration Management	4
7.1	Baseline Data	4
7.2	Site Preparation	4
7.3	Vegetation Clearing	5
7.4	Weed Management	5
7.5	Fauna Management	5
8.0	Project Management	5
8.1	Monitoring	5
8.1.1	Baseline Data	5
8.1.2	Biannual Monitoring	5
8.2	Reporting	6
8.3	Future Management of BMP Lands	6
9.0	References	13

Tables

Table 1 – Summary of Regeneration Targets for Stage 1	4
Table 2 - Weed Control Activities	6
Table 3 – Year 1 Targets and Schedule of Works	7
Table 4 – Year 2 Targets and Schedule of Works	8
Table 5 – Year 3 Targets and Schedule of Works	8
Table 6 – Year 4 Targets and Schedule of Works	9
Table 7 – Year 5 Targets and Schedule of Works	9

Figures

Figure 1 – Site Location	10
Figure 2 – Ground – truthed Vegetation	11
Figure 3 – Management Zones and Indicative Monitoring Points	12

Appendices

Appendix A – Proposed Development	
Appendix B – Regeneration Species List	
Appendix C – Priority Weeds of Greater Sydney	
Appendix D – BMP Lands Signage	
Appendix E – CV	



1.0 Introduction

At the request of Warriamac Pty Ltd (the client), Anderson Environment & Planning (AEP) have undertaken the necessary investigations to inform the production of a Biodiversity Management Plan (BMP) to schedule reconstruction measures associated with a proposed residential subdivision and dwelling construction at 16 Macpherson Street, Warriewood, NSW (Subject Site).

The BMP schedules reconstruction works for the creekline corridor located within the proposed development. The varying stages of regeneration are applicable to ensure minimal construction impacts on the regeneration during construction.

1.1 Biodiversity Management Plan Objectives

The purpose of this plan is to;

- Reinstillate a standard creek profile creating both ecological and hydraulic function within Narrabeen Creek.
- To provide a suitable location for the translocation of *Syzygium paniculatum* (Magenta Lilly Pilly) trees located within the existing riparian corridor.
- Regeneration vegetation in the north east of the Subject Site.

The BMP requires action to regenerate riparian lands while creating safe space within the proposed subdivision, incorporating best practice management of vegetation and fauna within the BMP Lands.

The overall BMP objectives are to provide:

- Education of the Plant Community Type (PCT) within the Subject Site;
- Reconstruction using council's standard creek design;
- Improving water quality and aquatic habitat;
- To assess and adjust weeding and planting regimes across the BMP;
- Areas of habitat for native flora and fauna, including locally occurring threatened species; and
- A long-term environmental conservation area, in a state of Natural Regeneration requiring nominal ongoing maintenance.

1.1.1 Proposal

The proposed development involves a residential subdivision covering the entirety of the Lot. The land clearing required for the proposed development involves the removal of 0.21ha native vegetation from the Subject Site.

The proposal contains 28 residential lots and 2 lots containing an internal road, the reconstruction of Narrabeen Creek and the riparian corridor.

Figure 1 and 2 shows the site location and ground-truthed vegetation respectively and **Appendix A** shows the proposed development.

1.1.2 Supporting Reports

The BMP must be read and implemented in conjunction with the following reports:

- AEP (2023) *Ecological Assessment Report for a Proposed Residential Subdivision at 16 Macpherson Street, Warriewood, NSW*;

1.2 BMP Lands

The BMP lands comprise 0.14ha and contain;

- The existing severely modified and highly degraded Narrabeen Creek; and
- A portion of the Subject Site that is proposed for riparian corridor reconstruction works.

Within both sections there are scattered patches of highly degraded PCT 1795, exotic pastures and cleared land.

The section of Narrabeen Creek proposed to be managed under the BMP is highly disturbed and will require plantings and erosion and sediment controls to ensure the banks of the creek remain stable and natural flow and ecological function are maintained. The creek present within the BMP Lands has limited watercourse features as identified in Department of Planning, Industry and Environment (2020), *Natural Resources Access Regulator Waterfront Land Tool*, such as pools, riffles, meanders and aquatic vegetation.

The BMP will utilise the principles within Northern Beaches Creek profiles, to reinstate natural features within the proposed management zones while regenerating the aquatic and riparian ecosystems. It is proposed that the standard creek profile will be regenerated with aquatic species within the creek line to toe of bank and PCTs 1795 for remaining BMP lands.

The main aim of the BMP lands is to educate the community and promote community awareness and knowledge of both flora and fauna in the area. This has been shown to develop community ownership of environmental zones and protection. Community ownership and knowledge reduces vandalism and garden and other waste dumping as the community feels a sense of ownership.

The BMP lands are proposed to be managed under a 5-year Biodiversity Management Plan, including standard creek design, plantings, translocation of threatened species, weed management, pest and disease management, installation of habitat, educational signs, footpaths, viewing area and frog ponds.

To ensure protection of the downstream riparian area, measures such as erosion and sedimentation controls are to be installed prior to construction commencing, and regularly inspected and maintained (weekly or after rain events) during construction works.

The Water Sensitive Urban Design (WSUD) measures are incorporated within the detailed design of each stage to ensure Narrabeen Lagoon Catchment receptor is maintained and enhanced for both quality and quantity.

In accordance with Section 201 of the *Fisheries Management Act 1994* (FM ACT), a permit is required to undertake the proposed works within the second order stream to reconfigure (dredge and reclaim) the creek profile and divert (block fish passage) during construction works.

There are no Asset Protection Zones (APZs) located within the BMP lands.

1.3 Existing Site Conditions

The Subject Site was inspected and floristic surveys were undertaken by AEP in June 2022. These inspections included general site reconnaissance and traversal to verify previously mapped vegetation communities and determine vegetation / flora / fauna assessment, location of modified channel, erosion and deposition of the BMP lands as well as the broader site.

Figure 2 shows ground-truthed vegetation boundaries. Figure 3 outlines the proposed management zones and areas impacted by the development.

2.0 Regeneration Approach

The BMP schedules differing ecological approaches to the regeneration of the BMP Lands by implementing the principles of the Society for Ecological Restoration Australia *National standards for the practice of ecological restoration in Australia* (SERA 2021, ed. 2.2). This approach utilises three integrated restoration techniques to achieve the end goal of Natural Regeneration. Approaches have been assigned to BMP Land areas based on their history of disturbance:

1. Reconstruction Approach – this approach is where a site is highly degraded and has limited to no ability to regenerate naturally.
2. Facilitated Regeneration Approach – this approach is when a site is in moderate condition, and will naturally regenerate with minimal plantings and weed management.
3. Natural Regeneration - this approach is where damage is relatively low, and pre-existing biota should be able to recover after cessation of degrading practices. It requires limited to no intervention, with weeding being the only task undertaken to encourage continual natural regeneration.

The aim for the entirety of the BMP lands is to achieve Natural Regeneration within five (5) years.

This is based on general condition at the point of assessment, where the Ecologist determines the most appropriate level of regeneration based on the Biodiversity Assessment and random meander of the Subject Site.

The National Guidelines also require that at commencement of approved regeneration works the first step is to gather baseline data. It is undertaken at the commencement of the BMP to ensure the most appropriate measure are used to ensure regeneration can occur. Natural events such as drought, high rainfall, fire, floods, etc can all have significant impact on the condition of vegetation within a site. Hence the guidelines require regeneration areas be broken into the three categories and detailed baseline data be collected at commencement.



3.0 Council Standard Creek Design and Vegetated Riparian Zone

Narrabeen Creek within the BMP lands has been ground-ruined to be a Stream Order two. The creek is highly degraded, eroded and modified by past and present uses. The Department of Planning and Environment (Water) (DPE - Water) (formally known as Natural Resources Access Regulator) requires a 20m Vegetated Riparian Zone (VRZ) on a Stream Order 2.

To provide the VRZ on the stream in its current state, it is highly unlikely to provide suitable aquatic habitat or water quality to the Narrabeen Lagoon Catchment. The creek does not show many of the key features of a healthy river system:

- Defined bed and bank;
- Meanders;
- Pools;
- Riffles; and
- Aquatic vegetation.

As such it is proposed that Narrabeen Creek within the RE1 zone land is reinstated with Northern Beaches Council standard creek profile and vegetated riparian zone that will provide suitable aquatic habitat and improve water quality to the Narrabeen Lagoon Catchment.

Plate 1 shows a cross section of watercourse to assist with the location of each zone.

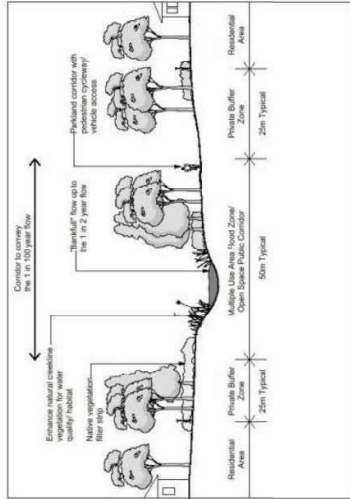


Plate 1 - Cross Section of Creekline Corridor (Lawson & Treloar, 2001)

A review of the current literature showed that reinstated a standard creek profile within the Narrabeen Creek would ensure the above key features are present within the creek, and as a result improved water quality and

habitat for both terrestrial and aquatic organisms will be provided. **Plates 2-4** show photos of standard creek design examples.

This BMP provides the concept plan for the channel design, detailed engineering plans will be prepared prior to Construction Certificate.



Plate 2 – Low Flow Channel and Pool (Brisbane City Council, 2003)



Plate 3 – Low Flow Channel (Australian Wetland Consulting, 2018)



Plate 4 – Bundamba Creek Restoration works (Australian Wetland Consulting, 2018)

4.0 Management Zones

The BMP lands will be managed in two (2) Management Zones (MZs) to clearly identify objectives and targets. **Figure 3** shows the MZs.

4.1.1 Zone 1: Reconstruction - Aquatic Zone

This zone is located in the low flow channel to top of toe, consisting of a width of 1m – 2m. It will include the reinstating of aquatic vegetation and habitat such as snags.

The Reconstruction Approach is being utilised in MZ1. Planting of native species will assist with meeting the Targets outlined in **Section 5**.

Weeding as defined in **Table 2**, will effectively control priority species and areas through appropriate methods to eliminate highly competitive weeds from an area.

All works should be undertaken to ensure bed and bank stability, provisions of aquatic habitat for both flora and fauna.

As stated, the Reconstruction Approach requires active interventions, the tasks of which will be determined by the Bush Regeneration Contractor (BRC), and may involve the following tasks:

- Planting;
- Installation of snags;
- Weeding;
- Watering;
- Mulching (if required); and
- Replacement of dead plants (1:1).

The BMP aims to move into Natural Regeneration Approach by the end of Year 5.

4.1.2 Zone 2: Reconstruction – PCT 1795 Coastal flats Swamp Mahogany Forest

MZ2 is located from the top of toe to the end of the riparian zone. MZ2 will be planted out with PCT 1795 - Coastal flats Swamp Mahogany Forest.

The Reconstruction Approach is being utilised in this section and the planting of native species from PCT 1795 will assist with meeting the Targets outlined in **Section 5**.

Weeding as defined in **Table 2** effectively control priority species and areas through appropriate methods to eliminate highly competitive weeds from an area.

All works should be undertaken to ensure bed and bank stability, provisions of terrestrial habitat for both flora and fauna.

Signage is to be installed along the high bank providing information on the community and fauna species likely to use the banks and aquatic vegetation.



As stated, the Reconstruction Approach requires active interventions, the tasks of which will be determined by the Bush Regeneration Contractor (BRC) and may involve the following tasks:

- Planting;
- Installation of habitat;
- Weeding;
- Watering;
- Mulching (if required); and
- Replacement of dead plants (1:1).

The BMP aims to move into Natural Regeneration Approach by the end of Year 5.

5.0 Regeneration Targets

The Reconstruction Approach will be used across the entire BMP Lands and the following targets have been designed to be measurable, providing both quantitative and qualitative data on species abundance and cover for the vegetation communities within the BMP Lands.

Weeds have a significant impact on structural integrity of vegetation communities. Flora surveys identified 27 exotic species, with the following list being the most prevalent within the vegetation communities on site:

Lantana (*Lantana camara*), Small-leaved privet (*Ligustrum sinense*), Black Cobbler's Peg (*Bidens pilosa*) and Asparagus Fern (*Asparagus aesthioticus*).

Exotic grasses comprise *Paspalum dilatatum* and *Ehrharta erecta* (Panic Veldgrass)

Some of these species are identified as priority weeds for Greater Sydney. Predominantly exotic grasses and other herbaceous weeds will be the focus of weed management activities.

To achieve a Natural Regeneration throughout the entire BMP lands within five (5) years targets have been set within Table 1. Tables 3 to 7 also summarises the works schedule required to achieve the targets.

Table 1 – Summary of Regeneration Targets for Stage 1

Year	Abundance of Natives (%)	Cover of Native (%)	Cover of Biosecurity Weeds (%)	Cover of Other Priority Weeds (%)
1	30	30	<70	<70
2	40	45	<45	<40
3	55	55	<30	<25
4	60	65	<20	<15
5	70	80	<10	<10

2564.01 Warriewood BMP

6.0 Translocation of *Syzygium paniculatum*

Syzygium paniculatum is an Endangered species due to numerous threats including low genetic diversity, small and isolated populations, habitat clearing, competition with weeds. Translocation of this species will minimise impacts to this species on site and will assist in maintain the local population on site.

6.1 Aims Treatment / Monitoring Plan

6.1.1 Translocation Plan

The individual species of *Syzygium paniculatum*, identified within the Subject Site are proposed to be translocated.

Translocation is proposed to follow the below program:

- Trees will be tagged and health assessment undertaken;
- Civil contractor teams with supervision from the Project Arborists will dig out root balls of viable plants and they will be temporarily stored on site during reconstruction period before being translocated to MZ 2; and

- The trees will be watered, mulched and left for three-month establishment period.

6.1.2 Monitoring Program

Annual reports will be provided to Council reporting on the progress of the treatment plan address:

- Health of trees;
- Percentage of new foliage; and
- Growth.

7.0 Regeneration Management

7.1 Baseline Data

Indicative monitoring points have been identified within the BMP Lands (refer Figure 4). The final location of the monitoring points is to be determined at commencing of the BMP.

Baseline data is to be collected at monitoring points at commencement. This data is collected at commencement to ensure the data is reflective of the conditions at commencement. Vegetation health, structure and composition can change over time, environmental impacts such as fire, drought or flood can have a significant impact on the communities and hence baseline data must be collected at commencement to ensure proposed methods and targets are achievable.

Baseline data consists of:

- Species diversity (both native and exotic);
- Species Abundance (both native and exotic);

- Overall health of the BMP Lands;
- Photos in north, east, south and west aspects;
- Record incidental fauna; and
- Required changes in methodology for regeneration.

The Monitoring Points established for the baseline surveys will then be monitored on a biannual basis, as per 8.1 Monitoring.

7.2 Site Preparation

Prior to the commencement of regeneration, the BMP Lands must be prepared. The following works have been recommended to assist in site preparation:

- Establishment of pathogens and diseases controls. Diseases which could affect the site include Myrtle rust (*Puccinia psidii*), affecting Myrtaceous plants, including *Melaleuca* species, and Amphibian Chytrid fungus disease, Chytridiomycosis, caused by Chytrid fungus (*Batrachochytrium dendrobatidis*). Appropriate hygiene controls are to be employed to minimise the chances of any such introduction occurring. This may include a hygiene station equipped with sterilizing agents and cleaning equipment to clean boots, tools and machinery. Response plans are needed to be designed and implemented to mitigate impacts in the event of disease or pathogen outbreaks;
- At extant rubbish/waste is to be removed from BMP lands including farm fencing and structures. The need to remove such material should be assessed on a case-by-case basis as in some instances the material is inert, such as concrete, rocks and timber posts, etc. Such material may inadvertently provide geomorphic stability;
- Clearly mark native vegetation for retention and approved removal;
- Install temporary fence around the BMP Lands, and clearly mark as a "No Go Area" prior to commencement of civil works;
- Fencing should have clearly visible signage erected at key entry points to BMP;
- Implement erosion and sediment control measures in accordance with specifications set out in the latest edition of the Landcom publication "Soils and Constructions – Volume 1" (The Blue Book);
- Construction of the council's standard creek profile;
- Vegetation clearing;
- Establish monitoring and photo points;
- Collection of baseline data;
- Primary weed removal;
- Installation of ground habitat (logs and rocks);
- Planting of Vegetation (see Appendix B for a detailed species list). All plant stock must be provenance specific seed/ material collected from locally endemic species, grown by suitably experienced and qualified nurseries, and hardened-off before planting. This will ensure the

October 2023



- structure and composition of these communities will meet the targets set; and
- Mulching and watering.

7.3 Vegetation Clearing

For the clearing phase, retained vegetation will be delineated by safety bunting flags, fencing and signage indicating environmental protection zone, which will still allow fauna to egress the development area as needed. Following the completion of clearing works, permanent delineation features such as oaks should be installed to protect the retained vegetation during operational phase of the development;

- Vegetation clearing should be timed to avoid cold weather periods where overnight temperatures are forecast to be less than 12°C. Cold weather is likely to make it difficult for resident hollow dependent fauna to successfully relocate. This is particularly relevant for low body-weight species;
- A staged approach to clearing is to be undertaken to provide fauna the opportunity to disperse outside the area of impact. Staging to include Phase 1 Clearing: Underscrubbing, Phase 2 Clearing: Removal of non-habitat trees, and Phase 3 Clearing: Removal of habitat and connecting trees;
- All clearing works (phase 1-3) to be undertaken under the supervision of the Project Ecologist;
- Clearing should occur in a direction from previously disturbed lands towards retained lands;
- Implement clearing protocols, including pre-clearance surveys to identify habitat and vegetation to be retained;
- All clearing works to be attended by a suitable equipped and experienced ecologist to deal appropriately with any displaced fauna species;
- All hollow bearing features will be sectionally/lowered by tree climbers (where safe to do so);
- Any fauna rescued during vegetation clearing is to be assessed for injuries, and subsequently released to a suitable nearby location; this may require holding fauna until dusk for release in accordance with relevant animal ethics licencing and standards;
- If any fauna is injured during vegetation clearing, they are to be taken promptly to a nearby veterinarian or suitable wildlife carer contact;
- In addition, prior to clearing of any vegetation, an ecologist is to inspect the area for any signs of resident fauna requiring attention, and in particular nesting birds. Where such is identified, appropriate strategies are to be developed and instigated to minimise impacts.
- Pre-clearance surveys to include diurnal surveys, snagwatching and nocturnal surveys;
- Civil Construction staff to be inducted into pre-clearing and clearing protocols, and to identify environmental features for protection;

- Any suitable hollows recovered during clearing works should be reconditioned into suitable hollows and installed in retained lands in addition to the manufactured nest boxes; and
- All cleared vegetation is to be mulched on site and spread to help stabilise any exposed soil and minimise offsite movement of biomass. Fallen timber and hollow logs identified to be retained to be relocated into the retained lands;

7.4 Weed Management

Weed Control works within each Management Zone are to be undertaken by a qualified bushland regeneration team using industry standards (summary provided in **Table 2**).

Any reproductive material of weeds, including weeds that can spread vegetatively or seeds, must be taken off site to be disposed of at an appropriate local waste collection service. No weed material with the potential of spreading may be stockpiled within the Subject Site, or the BMP Lands.

The *Biosecurity Act 2015* outlines several 'duties'; the general biosecurity duty, and additional duties under mandatory measures, regional measures, prohibited matter or biosecurity zone. Specific actions for these measures may be required. Weed control is required to occur in the following sequence:

- Primary Weeding** – this is where weeds are removed from Management Zones.
- Consolidation** – over the next few months, the weed control zones will require monthly visits to remove weeds that are regenerating and/or have grown in response to the disturbance and are competing with planted and regenerating native plants. These visits are essential, otherwise the weeds will recolonise, dominate and inhibit the regeneration of native species.
- Maintenance Weeding** – After the sixth-month and will continue on a monthly basis, due to woody weeds, and other annual weeds being problematic within the locality.

This interval will be evaluated based on site condition during each monitoring period. Weed control works across the site are to be undertaken over the maintenance period of five (5) years, however given the adaptive management approach, this time-frame is flexible, and may need to be extended based on changing site conditions and results indicating management zones have reached targets set out in this BMP.

7.5 Fauna Management

Macropods and possums are known as occurring in the local area. Therefore, protection guards should be placed around plantings so that revegetation efforts within BMP lands are not compromised by grazing. If monitoring within management zones indicates pest species pose notable impediments to achieving the aims of the BMP (i.e., through excessive browsing, etc.), then management actions will be reviewed to address these issues.

Incidental fauna records are to be undertaken during monitoring surveys and reported.

8.0 Project Management

Establishment of monitoring points and compliance checking of other aspects within this BMP will be the responsibility of the Project Ecologist working with the Civil Contractor.

The client will be responsible for the engagement of a suitably qualified Bush Regeneration Contractor to undertake weed control and planting works outlined in this BMP.

- Bush Regeneration Contractor shall have the following qualifications;
- Australian Association of Bush Regenerators (AABR) Accreditation.
- The Bush Regenerators shall hold a current AQF3 qualification.
- Site Supervisor must have demonstrated minimum of 2 years' experience in the bush regeneration or related field and must have experience at a supervisory level in providing training, supervision and technical advice to staff, clients, volunteers and members of the public.
- The Site Supervisor must hold a current AQF 3 qualification or higher and must have completed the Bush Regeneration Level IV Certificate or have a diploma or degree in a field related to natural resource management.

The Project Ecologist will be responsible for the establishment of monitoring points within the BMP lands along with collection of baseline data that will be monitored against this over the three-year period of this BMP with the overall targets. The Project Ecologist will be responsible for monitoring and reporting on weed management, and Regeneration Approach success.

8.1 Monitoring

Monitoring will occur at commencement and biannual basis at the proposed monitoring points (refer **Figure 3**).

8.1.1 Baseline Data

Baseline data is collected and report prepared for submission to Council at commencement of the BMP.

8.1.2 Biannual Monitoring

This is to occur every 6 months from commencements up to three years or reaching of targets (which ever is the latter);

- Native species, abundance and coverage;
- Weed species and coverage;
- Photo records at monitoring points at each aspect (North, east, south, west);
- General health of each Management Zone;
- Incidental fauna use of site; and
- Evaluation of methodology and management effectiveness.



Table 2 - Weed Control Activities

Activity	Minimum Requirement
Pre-works	Undertake baseline surveys to identify priority weeds present on site to be the focus of weed management activities. Priority weeds based on listings under the <i>Biosecurity Act 2015</i> , and notably any problematic weeds on site that have been identified.
Primary Works	Effectively control priority species and areas through appropriate methods to eliminate highly competitive weeds from an area. Include high disturbance activities that could negatively impact later regeneration such as high-volume herbicide application, and physical removal of large trees which would pose safety hazards to the public or others if left to perish <i>in-situ</i> .
Secondary Works	Treat any regrowth from primary weed control and expand on control measures by targeting Priority species and expanding the primary control boundaries where desirable. Thin retained weeds to increase light penetration where appropriate. Generally, expand on and solidify primary work.
Maintenance Works	Maintain exclusion of weeds controlled during Primary and Secondary works. Prevent reinfestation of weeds progressively, and others as time permits.
Woody Trees & Shrubs	Where appropriate, remove trees via mechanical means (i.e., chainsaw or handsaw) and apply chemical to the cut stump. Material may be retained on-site or disposed of appropriately off-site. Retained material should be situated to provide additional ground habitat and slope stability but should not be left in such a way that would hamper natural regeneration or existing native plants. Care should be taken with species which have the capacity to regrow vegetatively such as <i>Erythrina x sylvaei</i> (Coral Tree). Alternatively, trees and shrubs may be treated via fill or drill application of herbicide and left to perish <i>in-situ</i> as habitat.
Woody Thickets	Treat via cut or scrape and paint or high-concentration low-volume foliar herbicide control (i.e., splatter application). Material may be left <i>in-situ</i> (particularly after spraying) or broken up and raked off the ground to perish (taking care to remove from expected high flow areas of the creek). Do not manually remove root stock in a manner that will encourage soil instability or erosion. Once dead, standing material may be broken down and left on the ground as mulch. Mechanical removal (i.e., brush cutter equipped with mulching blade or similar) may be used where practical and regrowth treated with foliar application of herbicide.
Vines and Creepers	Skirt from trees and vegetation to prevent smothering and leave material to perish <i>in-situ</i> . Cut or scrape and paint stems or runners. Foliar herbicide control where appropriate. Do not unduly expose soil via manual removal of plants where they may be providing soil stabilisation. Isolated manual removal as appropriate.
Ground Cover	Retain exotic species where they are providing ground stabilisation or habitat until such time as they hinder native species establishment or are no longer necessary. Relevant examples include retaining <i>Tradescantia fluminensis</i> (Trad) along drainage lines where removal would expose bare soil to erosion. Weed control is to focus on the patch removal of such weeds from around native regeneration or planting, with progressive removal of larger patches over time.

8.2 Reporting

A baseline report is prepared at commencement of the BMP and submitted to Council.

A report is to be prepared annually and delivered to the consent authority for the life of the BMP with a final report prepared at the end of the BMP outlining how the conditions of the BMP have been met.

Biannual monitoring will inform the evaluation of management effectiveness, until the Regeneration Benchmark Targets are met.

As part of adaptive management, the reports will include evaluations and recommendations relating to all areas covered in the monitoring schedule and also address any other problems or efficiencies found during monitoring. If required the report should also outline any changes that are required to planned works to ensure better ecological outcomes.

Regeneration of the BMP Lands will be undertaken over a period of five (5) years or until the Year five (5) overall targets are reached.

8.3 Future Management of BMP Lands

Regeneration of the BMP Lands will be undertaken over a period of five (5) years or until the Year five (5) overall targets are reached. As the BMP lands will then be in a state of Natural Regeneration, management of the site after targets have been achieved will be undertaken in accordance with the *Biosecurity Act 2015* & *Biosecurity Regulations 2017*.



Prior to commencement of the BMP the following must have been undertaken:

- Construction Plans prepared and approved for the standard creek design;
- Construction of the standard creek profile;

It should be noted that the Treatment and Monitoring Plan Schedule of works will be provided to Council with the Baseline Data Report.

Table 3 – Year 1 Targets and Schedule of Works

Timeframe	Works to be Undertaken	1 st Quarter of Year	2 nd Quarter of Year	3 rd Quarter of Year	4 th Quarter of Year	Roles and Responsibilities	Targets to be reached at end of 4 th Quarter		
							Abundance of Natives (%)	Cover of Native (%)	Cover of Bioscience Weeds (%)
Year 1	Installation of No-Go Zones, fencing and signs					Civil Contractor			
	Installation of Monitoring Points					Project Ecologist			
	Collection of baseline data					Project Ecologist			
	Installation of sediment and erosion controls					Civil Contractor			
	Translocation of <i>Syzygium paniculatum</i>					Bush Regeneration Contractor			
	Installation of Ground habitat					Civil Contractor / Project Ecologist			
	Preparation of Baseline Data Report					Project Ecologist			
	Primary Weeding (Effectively control priority species and areas through appropriate methods to eliminate highly competitive weeds from an area. Include high disturbance activities that could negatively impact later regeneration such as high-volume herbicide application, and physical removal of large trees which would pose safety hazards to the public or others if left to perish <i>in-situ</i>) of all zones – focus is on Bioscience Weeds (refer Appendix C for Department of Primary Industries Priority Weeds for Greater Sydney)					Bush Regeneration Contractor	30	30	<70
	Mass planting of trees and shrubs within reconstruction zones (refer to Appendix B for suitable plants in each PCT)					Bush Regeneration Contractor			
	Installation of tree guards for pest control if required					Bush Regeneration Contractor			
	Secondary Weeding- focus is on Bioscience Weeds (refer Appendix C for Department of Primary Industries Priority Weeds for the Central Coast)					Bush Regeneration Contractor			
	Replacement dead / dying plantings					Bush Regeneration Contractor			
At end of first year the entire BMP Land will be a state of Reconstruction Regeneration in accordance with Society for Ecological Restoration Australasia (2018) National standards for the practice of ecological restoration in Australia.	Biannual monitoring					Project Ecologist			
	Annual Reporting to NBC					Project Ecologist			



Table 4 – Year 2 Targets and Schedule of Works

Timeframe	Works to be Undertaken	1 st Quarter of Year	2 nd Quarter of Year	3 rd Quarter of Year	4 th Quarter of Year	Roles and Responsibilities	Targets to be reached at end of 4 th Quarter		
							Abundance of Natives (%)	Cover of Native (%)	Cover of Biosecurity Weeds (%)
Year 2	Annual inspection of No-Go Zones, fencing and signs					Civil Contractor / Bush Regeneration Contractor			
	Annual inspection of sediment and erosion controls (or after rainfall events)					Civil Contractor / Bush Regeneration Contractor			
	Annual inspection of ground habitat					Project Ecologist			
	Replacing dead / dying plantings					Bush Regeneration Contractor			
	Weed management as required to achieve annual targets					Bush Regeneration Contractor			
	Biannual monitoring of both terrestrial and aquatic environments including water quality data					Project Ecologist	40	45	<45
	Biannual inspection or installation of tree guards for pest control if required					Project Ecologist			
Annual Reporting to NBC									
At end of second year the entire BMP Land will be a state of Facilitated Regeneration in accordance with Society for Ecological Restoration Australasia (2018) National standards for the practice of ecological restoration in Australia.									

Table 5 – Year 3 Targets and Schedule of Works

Timeframe	Works to be Undertaken	1 st Quarter of Year	2 nd Quarter of Year	3 rd Quarter of Year	4 th Quarter of Year	Roles and Responsibilities	Targets to be reached at end of 4 th Quarter		
							Abundance of Natives (%)	Cover of Native (%)	Cover of Biosecurity Weeds (%)
Year 3	Annual inspection of no-go Zones, fencing and signs					Civil Contractor / Bush Regeneration Contractor			
	Annual inspection of sediment and erosion controls (or after rainfall events)					Civil Contractor / Bush Regeneration Contractor			
	Annual inspection of ground habitat					Project Ecologist			
	Weed management as required to achieve annual targets					Bush Regeneration Contractor			
	Biannual monitoring of both terrestrial and aquatic environments including water quality data					Project Ecologist	55	55	<30
	Replacement of dead or dying plants					Bush Regeneration Contractor			
	Direct seeding of groundcover species in all Zones if required					Bush Regeneration Contractor			
	Biannual inspection or installation of tree guards for pest control if required					Project Ecologist			
	Review of BMP success and failures and update where appropriate for submission with Annual Report to CCC					Project Ecologist			
	Annual Reporting to NBC					Project Ecologist			
At end of third year the entire BMP Land will be a state of Facilitated Regeneration Approach in accordance with Society for Ecological Restoration Australasia (2018) National standards for the practice of ecological restoration in Australia.									



Table 6 – Year 4 Targets and Schedule of Works

Timeframe	Works to be Undertaken	1 st Quarter of Year	2 nd Quarter of Year	3 rd Quarter of Year	4 th Quarter of Year	Roles and Responsibilities	Targets to be reached at end of 4 th Quarter			
							Abundance of Natives (%)	Cover of Native (%)	Cover of Biosecurity Weeds (%)	Cover of Other Priority Weeds (%)
Year 4	Annual inspection of sediment and erosion controls (or after rainfall events)					Civil Contractor / Bush Regeneration Contractor				
	Annual inspection of ground habitat					Civil Contractor / Bush Regeneration Contractor				
	Weed management as required to achieve annual targets					Bush Regeneration Contractor	60	65	<20	<15
	Biannual monitoring of both terrestrial and aquatic environments including water quality data					Project Ecologist				
Annual Reporting to NBC						Project Ecologist				
At end of second year the entire BMP Land will be a state of Natural Regeneration Approach in accordance with Society for Ecological Restoration Australasia (2018) National standards for the practice of ecological restoration in Australia.										

Table 7 – Year 5 Targets and Schedule of Works

Timeframe	Works to be Undertaken	1 st Quarter of Year	2 nd Quarter of Year	3 rd Quarter of Year	4 th Quarter of Year	Roles and Responsibilities	Targets to be reached at end of 4 th Quarter			
							Abundance of Natives (%)	Cover of Native (%)	Cover of Biosecurity Weeds (%)	Cover of Other Priority Weeds (%)
Year 5	Annual inspection of sediment and erosion controls (or after rainfall events)					Civil Contractor / Bush Regeneration Contractor				
	Annual inspection of ground habitat					Civil Contractor / Bush Regeneration Contractor				
	Weed management as required to achieve annual targets					Bush Regeneration Contractor	70	80	<10	<10
	Biannual monitoring of both terrestrial and aquatic environments including water quality data					Project Ecologist				
Final Reporting to NBC						Project Ecologist				
At end of second year the entire BMP Land will be a state of Natural Regeneration Approach in accordance with Society for Ecological Restoration Australasia (2018) National standards for the practice of ecological restoration in Australia.										



Title: Figure 1 - Site Location
Location: 16 Macpherson Road, Warriewood
Client: Warrinac Pty Ltd

Date: May 2023
AEP ref: 2564.01



Title: Figure 2 - Ground-truthed Vegetation
Location: 16 Macpherson Road, Warriewood
Client: Warrinac Pty Ltd

Date: May 2023
AEP ref: 2564.01

Disclaimer: While all reasonable care has been taken to ensure the information shown on this map is up to date and accurate, no guarantee is given that the information portrayed is free from error or omission. Please verify the accuracy of all information prior to use.



Title: Figure 3 - Management Zones & Indicative Points

Date: May 2023

Location: 16 Macpherson Road, Warriewood

Client: Warrimac Pty Ltd

AEP ref: 2564.01

9.0 References

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Appendix A – Proposed Development



Appendix B – Regeneration Species List



Species List – Approximate densities and species for regeneration.

It should be noted that not all of the listed species above are easily obtainable, substitutions to be made on the advice of bush regeneration contractor or Project Ecologist.

Canopy	Density	Shrubs	Density	Ground Cover	Density
Aquatic Species – Low Flow Channel to Upper Toe					
Not Applicable in this Management Zone	N/A	Not Applicable in this Management Zone	N/A	<i>Baumea articulata</i> <i>Baumea juncea</i> <i>Juncus usitatus</i> <i>Triglochin procera</i> <i>Phildrum linguinosum</i> <i>Lomandra longifolia</i> <i>Gahnia clarkii</i>	5 to 8/1m ²
PCT 1795 - Coastal flats Swamp Mahogany Forest					
Extensive stands of <i>Casuarina glauca</i> , and groves of <i>Eucalyptus robusta</i> with other native feature trees (listed below)	Must comprise of a minimum of 75% of the total creekline corridor area	<i>Glochidion ferdinandi</i>		<i>Eriolastra marginata</i>	
<i>Eucalyptus robusta</i>		<i>Casuarina glauca</i>		<i>Hypolepis muelleri</i>	
<i>Banksia integrifolia</i>		<i>Livistona australis</i>		<i>Commelina cyanea</i>	
<i>Acmena smithii</i>		<i>Mealeuca linarifolia</i>		<i>Gahria cyanea</i>	
<i>Ceratopetalum apetalum</i>		<i>Elaeocarpus reticulatus</i>		<i>Viola heterocera</i>	
		<i>Grevillea sericea</i>		<i>Hydrocotyle pedicularis</i>	
		<i>Mealeuca sphygelioides</i>		<i>Pteridium esculentum</i>	
		<i>Homalanthus populifolius</i>		<i>Alternanthera dentifolia</i>	
	1/20 m ²	<i>Acacia longifolia</i>		<i>Calochlaena dubia</i>	
<i>Cyathea australis</i>		<i>Dodonaea triquetra</i>		<i>Opismenus aemulus</i>	
				<i>Opismenus imbecillis</i>	
				<i>Phragmites australis</i>	
				<i>Blechnum canfieldii</i>	
				<i>Centella asiatica</i>	

ANGOPHORA COSTATA ANGOPHORA FLORIBUNDA EUCALYPTUS PUNCTATA LOPHOSTEMON CONFERTUS SYNCARPIA GLOMULIFERA SYZYGIUM PANICULITUM WATERHOUSIA FLORIBUNDA



Appendix C – Priority Weeds of Greater Sydney



Priority Weeds of Greater Sydney	
Note: this region includes the local council areas of Bayside Council, Blacktown, Blue Mountains, Burwood, Camden, Campbelltown, Canada Bay, Canterbury-Bankstown, Central Coast, City of Parramatta, Cumberland, Fairfield, Georges River, Hawkesbury, Hornsby Shire Council, Hunters Hill, Inner West, Kuring-gai, Lane Cove, Liverpool, Mosman, North Sydney, Northern Beaches, Penrith, Randwick, Ryde, Strathfield, Sutherland, Sydney, The Hills, Waverley, Willoughby, Wollondilly and Wollahra.	
Weed	Duty
All plants	General Biosecurity Duty All plants are regulated with a general biosecurity duty to prevent, eliminate or minimise any biosecurity risk they may pose. Any person who deals with any plant, who knows (or ought to know) of any biosecurity risk, has a duty to ensure the risk is prevented, eliminated or minimised, so far as is reasonably practicable.
Aaron's beard prickly pear <i>Opuntia leucotricha</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
African boxthorn <i>Lycium ferocissimum</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
African olive <i>Olea europaea</i> subsp. <i>cuspidata</i>	Regional Recommended Measure Land managers mitigate the risk of the plant being introduced to their land. Land managers reduce impacts from the plant on priority assets. Land managers prevent spread from their land where feasible. The plant on parts of the plant are not traded, carried, grown or released into the environment.
Alligator weed <i>Alternanthera philoxeroides</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. Biosecurity Zone The Alligator Weed Biosecurity Zone is established for all land within the state except land in the following regions: Greater Sydney, Hunter (but only in the local government areas of City of Lake Macquarie, City of Maitland, City of Newcastle or Port Stephens). Within the Biosecurity Zone this weed must be eradicated where practicable, or as much of the weed destroyed as practicable, and any remaining weed suppressed. The local control authority must be notified of any new infestations of this weed within the Biosecurity Zone
Anchored water hyacinth <i>Eichhornia azurea</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Arrowhead <i>Sagittaria calycina</i> var. <i>calycina</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Asparagus fern <i>Asparagus virgatus</i>	Regional Recommended Measure Exclusion zone: whole of region except Newcastle and Lake Macquarie. Core infestation area: Newcastle and Lake Macquarie. Whole of region: Land managers should mitigate the risk of new weeds being introduced to their land. Plant should not be bought, sold, grown, carried or released into the environment. Within exclusion zone: The plant should be eradicated from the land and the land kept free of the plant. Notify the Local Control Authority if found. Land managers should mitigate spread from their land. Within Core infestation: Land managers to reduce impacts from the plant on priority assets.
Atlas pine <i>Tamaraix aphylla</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Bell yache bush <i>Jatropha gossypifolia</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Bitou bush <i>Chrysanthemoides monilifera</i> subsp. <i>rotundata</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. Biosecurity Zone The Bitou Bush Biosecurity Zone is established for all land within the State except land within 10 kilometres of the mean high water mark of the Pacific Ocean between Cape Byron in the north and Point Perpendicular in the south. Within the Biosecurity Zone this weed must be eradicated where practicable, or as much of the weed destroyed as practicable, and any remaining weed suppressed. The local control authority must be notified of any new infestations of this weed within the Biosecurity Zone



Priority Weeds of Greater Sydney

Note: this region includes the local council areas of Bayside Council, Blacktown, Blue Mountains, Burwood, Camden, Campbelltown, Canada Bay, Canterbury-Bankstown, Central Coast, City of Parramatta, Cumberland, Fairfield, Georges River, Hawkesbury, Hornsby Shire Council, Hunters Hill, Inner West, Kuring-gai, Lane Cove, Liverpool, Mosman, North Sydney, Northern Beaches, Penrith, Randwick, Ryde, Strathfield, Sutherland, Sydney, The Hills, Waverley, Willoughby, Wollondilly and Wollahra.

Weed	Duty
Black Knapweed <i>Centaurea x moncktonii</i>	Prohibited Matter A person who deals with prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Black willow <i>Salix nigra</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. Regional Recommended Measure The plant is eradicated from the land and the land is kept free of the plant. Local Control Authority is notified if the plant is found on the land.
Blackberry <i>Rubus fruticosus</i> species aggregate	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Rubus fruticosus</i> species aggregate have this requirement, except for the varieties Black Satin, Chetaham, Chester Thornless, Dirksen Thornless, Loch Ness, Murrinchindi, Silver, Smooth Stem, and Thornfree
Blind cactus <i>Opuntia rufida</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Boneseed <i>Chrysanthemoides monilifera</i> subsp. <i>monilifera</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
	Control Order Boneseed Control Zone: Whole of NSW Boneseed Control Zone (Whole of NSW): Owners and occupiers of land on which there is boneseed must notify the local control authority of new infestations; immediately destroy the plants; ensure subsequent generations are destroyed; and ensure the land is kept free of the plant. A person who deals with a carrier of boneseed must ensure the plant (and any seed and propagules) is not moved from the land; and immediately notify the local control authority of the presence of the plant.
Boxing glove cactus <i>Cylindropuntia fulgida</i> var. <i>mamillata</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Bridal creeper <i>Asparagus asparagoides</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. *this requirement also applies to the Western Cape form of bridal creeper
Bridal veil creeper <i>Asparagus declivatus</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Broomrapes <i>Orobanche</i> sp.	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species of Orobanchae are Prohibited Matter in NSW, except Clover broomrape, Orobancha minor and Australian broomrape, Orobancha carnea var. australiana.
Bunny ears cactus <i>Opuntia microdasys</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Cabomba <i>Cabomba caroliniana</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.



Priority Weeds of Greater Sydney

Note: this region includes the local council areas of Bayside Council, Blacktown, Blue Mountains, Burwood, Camden, Campbelltown, Canada Bay, Canterbury-Bankstown, Central Coast, City of Parramatta, Cumberland, Fairfield, Georges River, Hawkesbury, Hornsby Shire Council, Hunters Hill, Inner West, Kuring-gai, Lane Cove, Liverpool, Mosman, North Sydney, Northern Beaches, Penrith, Randwick, Ryde, Strathfield, Sutherland, Sydney, The Hills, Waverley, Willoughby, Wollondilly and Wollahra.

Weed	Duty
Cane cactus <i>Austrocyathostylis cylindrica</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Austrocyathostylis</i> genus have this requirement
Cape broom <i>Genista monspessulana</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Cat's claw creeper <i>Dolichandra unguis-cati</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. Regional Recommended Measure The plant should not be bought, sold, grown, carried or released into the environment. Land managers should mitigate the risk of the plant being introduced to their land. Land managers should mitigate spread from their land. Land managers to reduce impacts from the plant on priority assets.
Chicken dance cactus <i>Opuntia schickendantzii</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Chilean needle grass <i>Nassella neesiana</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Chinese knotweed <i>Persicaria chinensis</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Chinese violet <i>Asystasia gangetica subsp. micrantha</i>	Control Order Owners and occupiers of land on which there is Chinese violet must notify the local control authority for the area if the Chinese violet is part of a new infestation on the land, destroy all Chinese violet on the land ensuring that subsequent generations of Chinese violet are destroyed, and keep the land free of Chinese violet. A person who deals with a carrier of Chinese violet must ensure the plant (and any seed and propagules) is not moved from the land; and immediately notify the local control authority of the presence of the plant on the land, or on or in a carrier.
Climbing asparagus <i>Asparagus africanus</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Common pear <i>Opuntia stricta</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Cora Creeper <i>Barleria repens</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
East Indian hygrophila <i>Hygrophila polysperma</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Eurasian water milfoil <i>Myriophyllum spicatum</i>	Prohibited Matter A person who deals with prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries



Priority Weeds of Greater Sydney	
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Weed	Duty
Eve's needle cactus <i>Austrocyathostylis subulata</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Austrocyathostylis</i> genus have this requirement
Fireweed <i>Senecio madagascariensis</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Flax-leaf broom <i>Cenista linifolia</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Foxtail fern <i>Asparagus densiflorus</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Frogbit <i>Limnium laevigatum</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species of <i>Limnium</i> are Prohibited Matter
Gamba grass <i>Andropogon gayanus</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Giant devil's fig <i>Solanum chrysotrichum</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Giant Reed <i>Arundo donax</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should not be bought, sold, grown, carried or released into the environment.
Giant rat's tail grass <i>Sporobolus pyramidalis</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Glory lily <i>Gloriosa superba</i>	Regional Recommended Measure The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Gorse <i>Ulex europaeus</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Green cestrum <i>Cestrum parqui</i>	Regional Recommended Measure Exclusion zone: Blue Mountains City Council area. Core infestation area: rest of region Whole region: Land managers should mitigate the risk of new weeds being introduced to their land. The plant or parts of the plant should not be traded, carried, grown or released into the environment. Exclusion zone: The plant should be eradicated from the land and the land kept free of the plant. Core infestation area: Land managers should mitigate spread from their land.



Priority Weeds of Greater Sydney	
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Weed	Duty
Grey willow <i>Salix cinerea</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Ground asparagus <i>Asparagus aethiopicus</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Groundsel bush <i>Baccharis halimifolia</i>	Regional Recommended Measure The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Hawkweeds <i>Pilosella</i> species	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species in the genera <i>Pilosella</i> and <i>Hieracium</i> are Prohibited Matter except for <i>Hieracium murorum</i> .
Holly leaved senecio <i>Senecio glastifolius</i>	Regional Recommended Measure Exclusion zone: whole region except for the core infestation area of the Royal National Park. Whole region: Land managers mitigate the risk of the plant being introduced to their land. The plant or parts of the plant are not traded, carried, grown or released into the environment. The Local Control Authority should be notified if the plant is found. Exclusion zone: The plant is eradicated and the land kept free of the plant. Core infestation area: Land managers prevent spread from their land where feasible. Land managers reduce impacts from the plant on priority assets.
Horsetails <i>Equisetum</i> species	Regional Recommended Measure Exclusion zone: whole of region except Northern Beaches local government area. The Northern Beaches local government area is the core area. Whole region: Land managers mitigate the risk of the plant being introduced to their land. Local Control Authority is notified if the plant is found on the land. The plant or parts of the plant are not traded, carried, grown or released into the environment. Exclusion zone: The plant is eradicated from the land and the land is kept free of the plant. Core area: Land managers prevent spread from their land where feasible.
Hudson pear <i>Cydonia pallida</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Hydrocoryl <i>Hydrocotyle ranunculoides</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Hygrophila <i>Hygrophila costata</i>	Regional Recommended Measure The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Hymenachne <i>Hymenachne amplexicaulis</i> and hybrids	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Hymenachne <i>Hymenachne amplexicaulis</i> and hybrids	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Karoo acacia <i>Vachellia karoo</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Kidney-leaf mud plantain <i>Heteranthera reniformis</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.



Priority Weeds of Greater Sydney

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Weed	Duty
Kochia <i>Bassia scoparia</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries Excluding the subspecies <i>trichophylla</i>
Koster's curse <i>Cleome hirta</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Kudzu <i>Pueraria lobata</i>	Regional Recommended Measure The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Lagarosiphon <i>Lagarosiphon major</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Lantana <i>Lantana camara</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Leaf cactus <i>Peperomia aculeata</i>	Regional Recommended Measure The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Ludwigia <i>Ludwigia peruviana</i>	Regional Recommended Measure Land managers mitigate the risk of the plant being introduced to their land. Land managers prevent spread from their land where feasible. Land managers reduce the impact on priority assets. The plant should not be bought, sold, grown, carried or released into the environment. Local Control Authority is notified if the plant is found on the land.
Madeira vine <i>Anredera cordifolia</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Mesquite <i>Prosopis</i> species	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the genus <i>Prosopis</i> have this requirement
Mexican feather grass <i>Nassella tenuissima</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Miconia <i>Miconia</i> species	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species of <i>Miconia</i> are Prohibited Matter in NSW
Mikania vine <i>Mikania micrantha</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries *all species in the genus <i>Mikania</i> are Prohibited Matter in NSW



Priority Weeds of Greater Sydney

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Weed	Duty
Mimosa <i>Mimosa pigra</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Ming asparagus fern <i>Asparagus macowallii</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Mysore thorn <i>Caesalpinia decapetala</i>	Regional Recommended Measure The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment.
Nodding thistle <i>Carduus nutans</i> subsp. <i>nutans</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Pampas grass <i>Cortaderia</i> species	Regional Recommended Measure Exclusion zone: Upper Hunter local government area. Core infestation area: Port Stephens, Maitland, Cessnock, Lack Macquarie, Newcastle and MidCoast local government areas. Whole region: The plant should not be bought, sold, grown, carried or released into the environment. Exclusion zone: The plant should be eradicated from the land and the land kept free of the plant. Land managers should mitigate the risk of the plant being introduced to their land. Core infestation area: Land managers should mitigate spread from their land. Land managers to reduce in packs from the plant on priority assets.
Parkinsonia <i>Parkinsonia aculeata</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Parkinsonia <i>Parkinsonia aculeata</i>	Control Order Parkinsonia Control Zone: Whole of NSW Parkinsonia Control Zone (Whole of NSW): Owners and occupiers of land on which there is parkinsonia must notify the local control authority of new infestations; immediately destroy the plants; ensure subsequent generations are destroyed; and ensure the land is kept free of the plant. A person who deals with a carrier of parkinsonia must ensure the plant (and any seed and propagules) is not moved from the land; and immediately notify the local control authority of the presence of the plant.
Parthenium weed <i>Parthenium hysterophorus</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Parthenium weed <i>Parthenium hysterophorus</i>	Prohibition on certain dealings The following equipment must not be imported into NSW from Queensland: grain harvesters (including the comb or front), comb trailers (including the comb or front), bins used for holding grain during harvest operations, augers or similar for moving grain, vehicles used to transport grain harvesters, support vehicles driven in paddocks during harvest operations, mineral exploration drilling rigs and vehicles used to transport those rigs, unless set out as an exception in Division 5, Part 2 of the Biosecurity Order (Permitted Activities) 2017
Paterston's curse <i>Echium plantagineum</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. Land managers should mitigate spread from their land. The plant should not be bought, sold, grown, carried or released into the environment. Land managers reduce impacts from the plant on priority assets.



Priority Weeds of Greater Sydney

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Weed	Duty
Pond apple <i>Amnora glabra</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Prickly acacia <i>Vachellia nitida</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Prickly pears - <i>Austrocyndropuntias</i> <i>Austrocyndropuntia</i> species	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Austrocyndropuntia</i> genus have this requirement
Prickly pears - <i>Cylindropuntias</i> <i>Cylindropuntia</i> species	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Cylindropuntia</i> genus have this requirement
Prickly pears - <i>Opuntias</i> <i>Opuntia</i> species	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. For all <i>Opuntia</i> species except for <i>Opuntia ficus-indica</i> (Indian fig).
Rattlepod <i>Crotalaria beddomiana</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. Land managers should mitigate spread from their land. The plant should not be bought, sold, grown, carried or released into the environment. Land managers reduce impacts from the plant on priority assets.
Rope pear <i>Cylindropuntia imbricata</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Cylindropuntia</i> genus have this requirement
Rubber vine <i>Cryptostegia grandiflora</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Sagittaria <i>Sagittaria platyphylla</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Sagittaria <i>Sagittaria platyphylla</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. Land managers should mitigate spread from their land. The plant should not be bought, sold, grown, carried or released into the environment. Land managers reduce impacts from the plant on priority assets.
Salvinia <i>Salvinia molesta</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Salvinia <i>Salvinia molesta</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. Land managers should mitigate spread from their land. The plant should not be bought, sold, grown, carried or released into the environment. Land managers reduce impacts from the plant on priority assets. This Regional Recommended Measure applies to <i>Salvinia molesta</i> and <i>Salvinia minima</i>
Scotch broom <i>Cytisus scoparius</i> subsp. <i>scoparius</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.



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Weed	Duty
Scotch broom <i>Cytisus scoparius</i> subsp. <i>scoparius</i>	Regional Recommended Measure Exclusion zone: whole region except for the core infestation area of the Upper Hunter (Barrington Tops) Whole region: The plant should not be bought, sold, grown, carried or released into the environment. Exclusion zone: The plant should be eradicated from the land and the land kept free of the plant. Land managers should mitigate the risk of the plant being introduced to their land. Core infestation area: Land managers to reduce impacts from the plant on priority assets.
Sea spurge <i>Euphorbia paralias</i>	Regional Recommended Measure Exclusion zone: whole region except for the core infestation area of Yacabba Peninsula, Hawks Nest. Whole region: The plant should not be bought, sold, grown, carried or released into the environment. Exclusion zone: The plant should be eradicated from the land and the land kept free of the plant. Land managers should mitigate the risk of the plant being introduced to their land. Core infestation area: Land managers should mitigate spread from their land. Land managers to reduce impacts from the plant on priority assets.
Senegal tea plant <i>Gymnocoronis spilanthoides</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Serrated tussock <i>Nassella trichotoma</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Serrated tussock <i>Nassella trichotoma</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Siam weed <i>Chromolaena odorata</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Sicilian sea lavender <i>Limonium hyblaenum</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Sicklethorn <i>Asparagus falcatulus</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Silverleaf nightshade <i>Solanum elaeagnifolium</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Silverleaf nightshade <i>Solanum elaeagnifolium</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Smooth tree pear <i>Opuntia monacantha</i>	Prohibition on certain dealings
Smooth tree pear <i>Opuntia monacantha</i>	Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Snakefeather <i>Asparagus scandens</i>	Prohibition on certain dealings
Snakefeather	Must not be imported into the state, sold, bartered, exchanged or offered for sale.



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Weed	Duty
<i>Asparagus scandens</i> Snakefeather <i>Asparagus scandens</i>	Regional Recommended Measure Exclusion zone: Hunter region except Cessnock and Lake Macquarie. Core infestation area: Cessnock and Lake Macquarie Whole of region: Land managers should mitigate the risk of new weeds being introduced to their land. The plant should not be bought, sold, grown, carried or released into the environment. Exclusion Zone: The plant should be eradicated from the land and the land kept free of the plant. Notify the Local Control Authority if found. Within Core Infestation: Land managers to reduce impacts from the plant on priority assets.
Spongeplant <i>Limnolobium spongia</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species of Limnolobium are Prohibited Matter
Spotted knapweed <i>Centaurea stoebe subsp. micranthos</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Tiger pear <i>Opuntia auroiliaca</i>	Prohibition on certain dealings
Tiger pear <i>Opuntia auroiliaca</i> Tiger pear <i>Opuntia auroiliaca</i>	Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Tropical soda apple <i>Solanum viarum</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. Land managers should mitigate spread from their land. The plant should not be bought, sold, grown, carried or released into the environment. Land managers reduce impacts from the plant on priority assets.
Velvety tree pear <i>Opuntia tomentosa</i>	Control Order Tropical Soda Apple Control Zone: Whole of NSW Tropical Soda Apple Control Zone (Whole of NSW): Owners and occupiers of land on which there is tropical soda apple must notify the local control authority of new infestations; destroy the plants including the fruit, ensure subsequent generations are destroyed; and ensure the land is kept free of the plant. A person who deals with a carrier of tropical soda apple must ensure the plant (and any seed and propagules) is not moved from the land; and immediately notify the local control authority of the presence of the plant on the land, or on or in a carrier.
	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Water caltrop <i>Trapa</i> species	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species in the <i>Trapa</i> genus are Prohibited Matter in NSW
Water hyacinth <i>Eichhornia crassipes</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
Water hyacinth <i>Eichhornia crassipes</i>	Biosecurity Zone The Water Hyacinth Biosecurity Zone applies to all land within the State, except for the following regions: Greater Sydney or North Coast, North West (but only the local government area of Morea Plains), Hunter (but only in the local government areas of City of Cessnock, City of Lake Macquarie, MidCoast, City of Maitland, City of Newcastle or Port Stephens), South East (but only in the local government areas of Eurobodalla, Kiama, City of Shellharbour, City of Shoalhaven or City of Wollongong).



Priority Weeds of Greater Sydney

Note: this region includes the local council areas of Bayside Council, Blacktown, Blue Mountains, Burwood, Camden, Campbelltown, Canada Bay, Canterbury-Bankstown, Central Coast, City of Parramatta, Cumberland, Fairfield, Georges River, Hawkesbury, Hornsby Shire Council, Hunters Hill, Inner West, Kuring-gai, Lane Cove, Liverpool, Mosman, North Sydney, Northern Beaches, Penrith, Randwick, Ryde, Strathfield, Sutherland, Sydney, The Hills, Waverley, Willoughby, Wollondilly and Wollahra.

Weed	Duty
	Within the Biosecurity Zone this weed must be eradicated where practicable, or as much of the weed destroyed as practicable, and any remaining weed suppressed. The local control authority must be notified of any new infestations of this weed within the Biosecurity Zone
Water lettuce <i>Pistia stratiotes</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Water soldier <i>Stratiotes aloides</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries
Water star grass <i>Heteranthera zosterifolia</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Wheel cactus <i>Opuntia robusta</i>	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale.
White blackberry <i>Rubus niveus</i>	Regional Recommended Measure Land managers should mitigate the risk of new weeds being introduced to their land. The plant should be eradicated from the land and the land kept free of the plant. The plant should not be bought, sold, grown, carried or released into the environment. Notify local control authority if found.
Willows <i>Salix</i> species	Prohibition on certain dealings Must not be imported into the state, sold, bartered, exchanged or offered for sale. All species in the <i>Salix</i> genus have this requirement, except <i>Salix babylonica</i> (weeping willows), <i>Salix x calodendron</i> (pussy willow) and <i>Salix x reichardtii</i> (sterile pussy willow)
Witchweeds <i>Striga</i> species	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries All species in the <i>Striga</i> genus are Prohibited Matter in NSW, except the native <i>Striga parviflora</i>
Yellow burnhead <i>Limnorchis flava</i>	Prohibited Matter A person who deals with prohibited matter or a carrier of prohibited matter is guilty of an offence. A person who becomes aware of or suspects the presence of prohibited matter must immediately notify the Department of Primary Industries



Appendix D – BMP Lands Signage

NO UNAUTHORISED ENTRY

**This is a Vegetation
Rehabilitation Area**

- **NO DUMPING or WASTE DISPOSAL**
- **NO ANIMALS, VEHICLES or
MACHINERY**

For information – contact Site Manager

AEP VMP SIGNAGE permanent sign, minimum size 600mm x 400mm erected and maintained at key access points to VMP lands for the life of the project



Appendix E – CV

Staff	Title/Qualification	Tasks
Natalie Black	Senior Environmental Manager BSc (Hons), Master Planning, Cert IV (TA) BAAAS: 19076	Report Review
Jeremy Burrill	Ecologist B.Env.Sc (MS)	Field Surveys, Report Author
Catherine Stanislaus	Ecologist B.Com Env. Sc - under study	Field Surveys

CATHERINE STANISLAUS

Curriculum Vitae

Frances is a Senior Ecologist and Lead Botanist with Anderson Environment and Planning, being an Accredited Assessor with over 12 years-experience in environmental impact assessment, environmental education, conservation land management, bush regeneration, wildlife rescue and rehabilitation, environmental sustainability, and environmental law.

Qualifications

- Bachelor of Commerce and Science (majoring in Ecology), UNSW, 2022

Further Education & Training

- NSW Class C Driver's Licence
- Graduated with Distinction in Ecology

Fields of Competence

- Terrestrial Ecology field survey, covering terrestrial flora and fauna

Relevant Employment History

2022 – Present	Ecologist Anderson Environment & Planning, Newcastle
2021	ENVIRONMENTAL LABORATORY RESEARCH INTERNSHIP UNSW Oyster Research Project

Relevant Volunteer Experience

2021	LAKE ILLAWARRA, ENVIRONMENTAL CONSULTANCY PROJECT UNSW
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Jeremy Burrill

Curriculum Vitae

Jeremy works with AEP in the role of Ecologist. He is a graduate of environmental science and management, and has experience in voluntary roles in environmental fields, involving fauna and flora surveying, consultancy projects and natural resource management. His background in environmental fields with his growing ecological knowledge is utilised in a diverse array of applications in his current role.

Qualifications

- Bachelor of Environmental Science (Environmental Management and Sustainability)
Deakin University (2020)

Further Education & Training

- Apply First Aid
- Victorian Driver's License
- Work Health & Safety General Construction Induction
- Work Safely at Heights

Fields of Competence

- Ecological field surveys
- Fauna surveys and trapping
- Natural resource management

Relevant Employment History

2020 – Present

Ecologist

Anderson Environment & Planning, Newcastle

Currently employed by Anderson Environment & Planning to assist in the provision of consulting services to land, property, legal and government sectors. Covering ecological, project management, environmental, bushfire, planning services, advices, strategy and representation.

Volunteer Experience

- Overseas University Volunteer Placement (New Zealand, 2018)
- Industry Placement (Parks Victoria, 2019)

Natalie Black

Curriculum Vitae

Natalie works with AEP in the role of Senior Environmental Manager. She has extensive knowledge in environmental management, environmental planning, and report writing and assessment. With a detail understanding of planning, catchment management, coastal management and rehabilitation. Natalie has had a successful career with both state and local government in conservation, planning and field investigation roles. Natalie has also gained extensive communication skills and project management through her previous career in lecturing. Her background and experience in the ecological and planning fields is utilised in a diverse array of application in her current role.

Qualifications

- B.Sc (Hons), University of Newcastle, 2002 Sustainable Resource Management and Marine Science.
- Master Planning, University of Technology Sydney 2007.
- Certificate IV Training and Assessment at NSW TAFE 2012.
- BAM Assessor; accreditation number: BAAS19076.

Further Education & Training

- Evidence Gathering and Legal Process (Australian Institute of Environmental Health).
- Conflict Resolution Course (LGSA).
- Report Writing Course (LGSA).
- Powerful Presentation (LGSA).
- NSW Rural Fire Services Bush Fire Assessment
- Relocation of Threatened Species (Botanical Gardens Sydney).
- Sustainable Home Assessment Reduction Revolution.
- Flora and Fauna Survey Assessments Niche Environment and Heritage.
- First Aid TAFE.

Fields of Competence

- Environmental Planning
- Environmental Management and rehabilitation of catchments coastal waterways. Statement of Environmental Effects (preparation and assessing).
- Fish Passage
- Marine ecosystems including; mangroves, seagrasses, algae, Fauna and habitat assessment.
- vegetation.
- Communicating with a wide range of stakeholders.
- Development Application.
- Education in both Environmental and Planning industries.
- Koala Plans of Management.
- Policy Development.

Relevant Employment History

2019 – Present	Senior Environmental Manager Anderson Environment & Planning, Newcastle
2010 - 2019	Principal Environmental Planner Black Earth
2003-2010	Natural Resource Manager and Development Assessment Officer Lismore City
2002- 2003	Jervis Bay Indigenous Fishing Strategy