

The Minister administering the Threatened Species Conservation Act 1995

And

Eurobodalla Shire Council

Biodiversity Certification Agreement

Threatened Species Conservation Act 1995

Table of contents

1.	Definitions and Interpretation	3
2.	Commencement	6
3.	Status of this agreement	6
4.	Obligations in relation to biodiversity certification and biobanking	5
5.	Enforcement	6
7.	Permissions, consents and authorisations	Error! Bookmark not defined.
8.	Dispute resolution	6
9.	GST	6
10.	Releases and indemnities	7
11.	Costs	7
12.	Registration of this biocertification agreement	7
13.	General provisions	7
14.	Notices	9
	Schedule 1 – Description of the Development Land	11
	Schedule 2 – Draft application for biobanking agreement	15
	Schedule 3 – Conservation Measure Obligations	14
	Schedule 4 – Description of Conservation Area	16
	Schedule 5 – Map of Conservation Area	17

Agreement made at **on**

Parties **Minister for the Environment** as the Minister administering the *Threatened Species Conservation Act 1995* (NSW)

and

Eurobodalla Shire Council **ABN 47504455945**

(Planning Authority)

Background

- A. The Planning Authority owns the Development Land in the Biodiversity Certification Area.
- B. The Planning Authority has made the Biodiversity Certification Application to the Minister with respect to the Biodiversity Certification Area.
- C. The Biodiversity Certification Application has identified the entering into of a biobanking agreement as a Conservation Measure.

- D. The Planning Authority has agreed to make a request to the Minister to enter into a biobanking agreement to designate the Conservation Area as a biobank site (**Conservation Area biobank site**).
- E. The Planning Authority has agreed to contribute to the funding of the Conservation Measure by retiring Biodiversity Credits generated from the Conservation Area biobank site.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this agreement, unless the context indicates otherwise:

Act means the *Threatened Species Conservation Act 1995* (NSW).

Agreement means this biodiversity certification agreement and includes all schedules.

Biobanking agreement has the same meaning as in the Act.

Biodiversity certification has the same meaning as in the Act.

Biodiversity certification application means the application for biodiversity certification made by the Planning Authority under section 126J of the Act as varied following public notification.

Biodiversity Certification Area means the land proposed for biodiversity certification and described in the biodiversity certification application and the biodiversity certification strategy.

Biodiversity Certification Strategy means the biodiversity certification strategy prepared by the Planning Authority in accordance with section 126K of the Act as varied following public notification.

Biodiversity credit means a biodiversity credit created under Part 7A of the Act.

Business day means any day except for Saturday or Sunday or a day which is a public holiday in the State.

Chief Executive means the Chief Executive Office of Environment and Heritage and includes any person for the time being acting as such or in such alternative position or office from time to time.

Conservation Area means the land described in Schedule 4 to this Agreement and shown on the map in Schedule 5.

Conservation Measures has the same meaning as in section 126L of the Act.

Development Land means the land within the Biodiversity Certification Area comprised in the lots described in Table 1 of Schedule 1 and as shown in Plan A.

EP&A Act means the *Environmental Planning & Assessment Act 1979* (NSW).

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.

Landowner means the owner of the land for the time being.

Minister means the Minister of the State of New South Wales administering the Act and includes his or her successors in office and where not repugnant to the context includes the servants and agents of the Minister.

Official cash rate means the interest rate which authorised deposit taking institutions (ADI) pay or charge to borrow funds from or lend funds to other ADIs on an overnight unsecured basis calculated and published by the Reserve Bank of Australia.

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

Plan A means the plan marked "A" in Schedule 1.

Purchase Price means \$776.24 per biodiversity credit subject to annual indexation of the official cash rate plus 0.5%, on 1 July each year following the commencement of this Agreement.

State means the State of New South Wales.

1.2 Interpretation

In this agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(d) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **"includes"** in any form is not a word of limitation;
- (j) a reference to **"\$"** or **"dollar"** is to Australian currency;
- (k) the Schedules and Annexures to this agreement form part of this Agreement;
- (l) where a Schedule contains obligations of the Planning Authority then obligation so expressed shall be read and construed and shall constitute obligation on the part of the Planning Authority to be performed or observed under this agreement; and
- (m) if a party to this agreement is made up of more than one person:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any references to that party is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

2. Commencement

This agreement commences on the day on which it has been executed by the Parties.

3. Status of this agreement

The Parties agree that this agreement is a biodiversity certification agreement within the meaning of section 126ZH of the Act.

4. Obligations in relation to biodiversity certification and biobanking

4.1 Planning Authority obligations

- (a) The Planning Authority agrees to make a request to the Minister to enter into a biobanking agreement over the Conservation Area in accordance with clause 14 of the *Threatened Species Conservation (Biodiversity Banking) Regulation 2010* consistent with the terms set out in Schedule 2 to this agreement within 90 days of the commencement of this agreement.
- (b) The Planning Authority agrees to carry out the obligations of the Planning Authority in Schedule 3 to this agreement within the timeframes specified in that Schedule.

4.2 Minister has no obligations

This agreement does not impose any obligation on the Minister to:

- (a) Confer biodiversity certification on any specified land, or
- (b) Enter into a biobanking agreement with the owner of any land.

4.3 Chief Executive has no obligation

This agreement does not impose any obligation on the Chief Executive to create biodiversity credits in respect of any biobank site.

5. Enforcement

In accordance with section 126ZK of the Act, the Minister, or delegate, may bring proceedings in the Land and Environment Court for an order to remedy or restrain a contravention of this agreement. The Minister, or delegate, may take any other action available under the Act, or at common law, in relation to this agreement.

biodiversity credits in respect of any biobank site.

6. Permissions, consents and authorisations

The Planning Authority is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its respective obligations under this agreement

7. Dispute resolution

- 7.1** Where there is a dispute, difference or claim (**dispute**), the Party raising the dispute must notify the other Parties of the nature of the dispute, including the factual and legal basis of the dispute.
 - 7.2** Within 14 days of the notice, the Parties, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within 21 days of the written notice, the Parties will refer the matter to mediation.
 - 7.3** The Parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within 28 days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute.
 - 7.4** If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute.
 - 7.5** Notwithstanding the above clauses, the Minister, or a person duly authorised by the Minister, may enforce this agreement under the Act, or institute proceedings without first entering into the dispute resolution procedure set out in clauses 7.1, 7.2, 7.3 and 7.4.
-

8. GST

The parties to this agreement acknowledge and agree that for any taxable supply made by one party to another party under this agreement the party which has received the supply will on receipt of a tax invoice from the supplier make a payment

to the supplier that covers both the value of the supply and the GST liability of the party that has made the supply.

9. Releases and indemnities

- (a) The Planning Authority agrees to carry out its obligations under this agreement at its own risk.
- (b) The Planning Authority releases and indemnifies the protected persons from any claim, liability or loss arising from, and costs incurred in connection with, the Planning Authority's obligations under this agreement except to the extent caused or contributed to by the Minister's negligent act or default under this agreement.
- (c) In this clause "protected person" means:
 - (i) the Minister
 - (ii) the Chief Executive
 - (iii) the employees in, or officers of, the Office of Environment and Heritage
 - (iv) any person acting under the direction or control of the Minister or the Chief Executive for any purpose
 - (v) the Crown in the right of the State of New South Wales.

10. Costs

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

11. Registration of this agreement

- (a) In the event that biocertification is conferred by the Minister on the Biodiversity Certification Area, the Planning Authority agrees to register this agreement on the relevant folios of the Register relating to the Development Land as soon as practicable (and within 10 Business Days) after biocertification is conferred.
- (b) The Planning Authority must obtain the consent of any mortgagee or other person with an estate or interest in the Development Land before registering this agreement in accordance with this clause.

12. General provisions

12.1 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, anything said or done by another Party, or by an authorised Officer, agent or employee of that Party, before the agreement was executed.

12.2 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.

12.3 Governing law and jurisdiction

This agreement is governed by the laws of the State and the Parties agree to submit to the jurisdiction of the courts of that State.

12.4 Joint and individual liability and benefits

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

12.5 No fetter

- (a) This agreement is not intended to operate to fetter, in any unlawful manner:
- (i) The sovereignty of the Parliament of the State to make any law;
 - (ii) The power of the Executive Government of the State to make any statutory rule; or
 - (iii) The exercise of any statutory power or discretion of any Minister of the State.
- (b) Nothing in this agreement is to be construed as requiring any Party to do anything that would cause it to be in breach of any of its obligations at law, and without limitation and nothing in this Agreement is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

12.6 Representations and warranties

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

12.7 Severability

- (a) If any part 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.
- (b) If any part of this agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

12.8 Modification

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

12.9 Waiver

- (a) 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 a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) 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.

12.10 Good Faith

Each Party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this agreement.

13. Notices

13.1 Form

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; or
- (b) transmitted electronically to that Party by email or facsimile transmission to its fax number or email address set out below.

The Minister

Address: Office of Environment and Heritage
PO Box A290
SYDNEY SOUTH NSW 1232

Fax: (02) 9996 6795

Email: info@environment.nsw.gov.au

Attention: Regional Manager – South East Regional Operations

Planning Authority

Address: PO Box 99
Moruya, NSW 2537

Telephone: (02) 4474 1304

Fax: (02) 4474 1234

Email: Council@eurocoast.nsw.gov.au

Attention: General Manager

- 13.2** The name or title of the nominated officer or the address for the Minister referred to in clause 13.1 above be updated from time to time by a further written notice being sent to the other parties by an officer of OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

13.3 Receipt

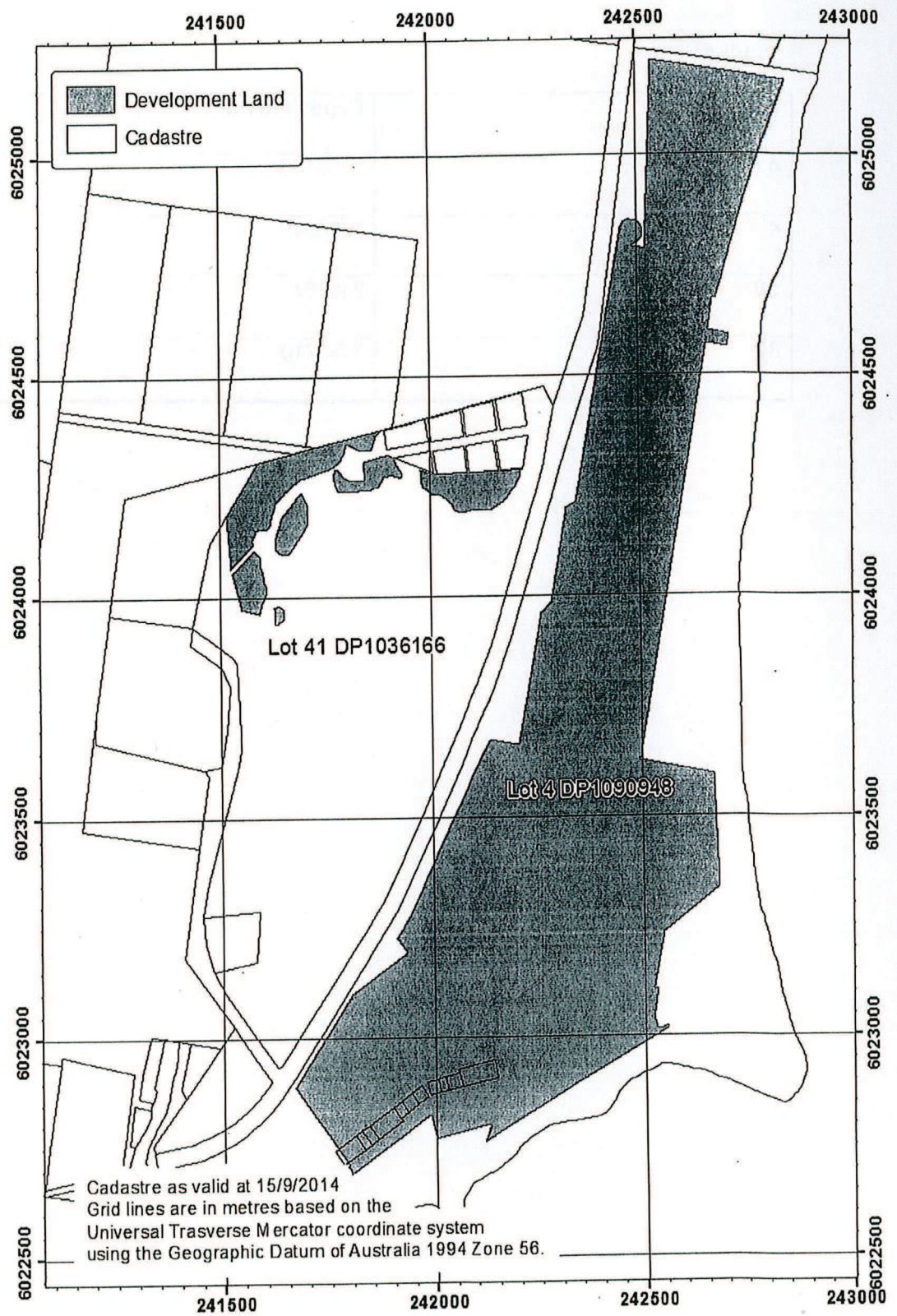
- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, 2 Business Days after it is posted; or
 - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; or
 - (iv) if it is sent by email, on receipt of confirmation by the recipient that the recipient has received the email.
- (b) 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 after 5pm on any Business 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.

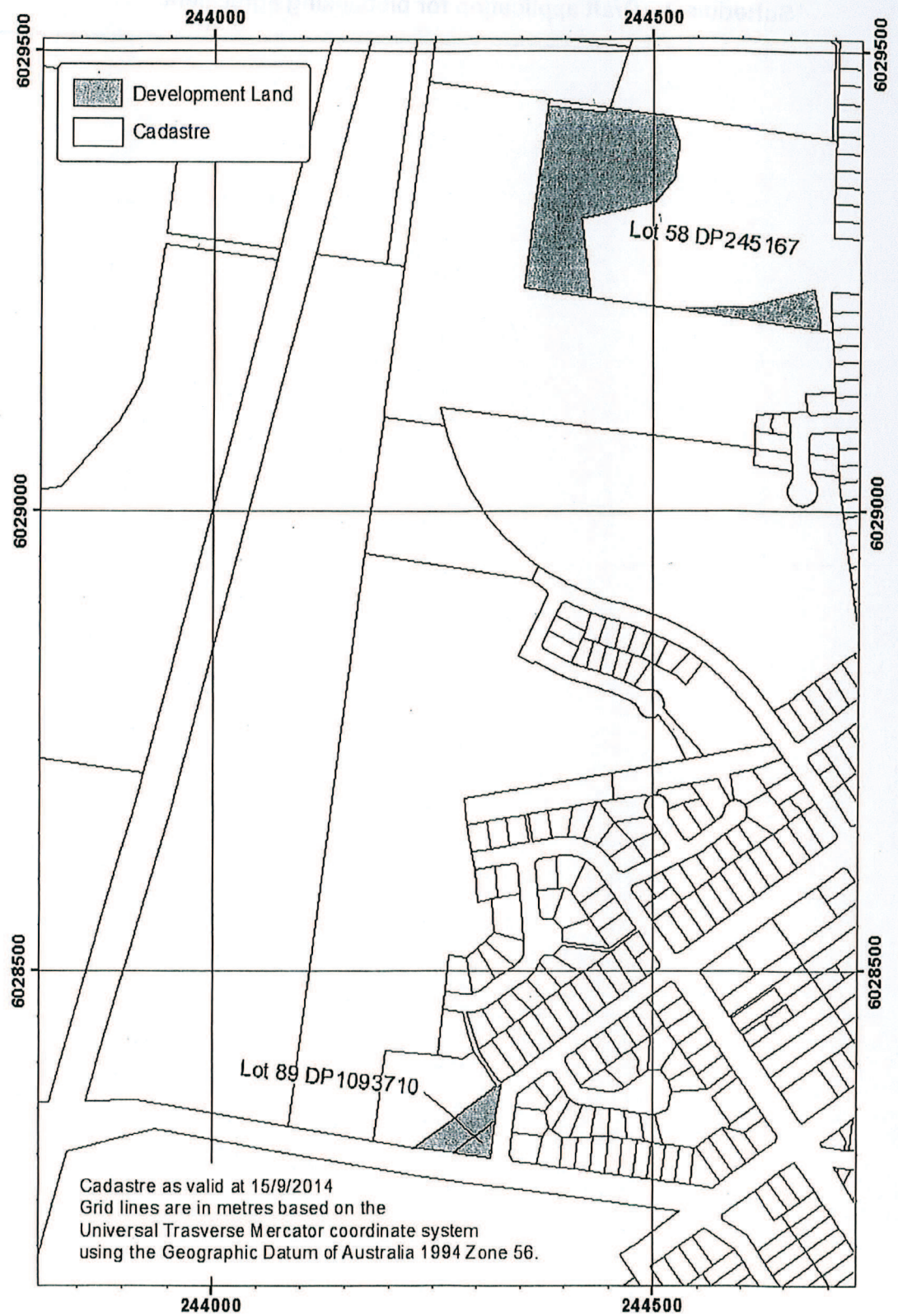
Schedule 1 – Description of the Development Land

Table 1

Lot	Deposited Plan
41	1036166
4	1090948
58	245167
89	1093710

Plan A





Schedule 2 – Draft application for biobanking agreement

Biobanking agreement application

Please read the *Guide to establishing a biobank site* available at www.environment.nsw.gov.au/biobanking/ before submitting this form. If you need any help in completing the form, please contact the BioBanking Team on 131 555.

This is an interactive form – please click on boxes and type in responses (each field has unlimited characters). When completed, print the form and sign where appropriate. This form can also be printed and filled in by hand.

1 Landowner's¹ details

If the application for a biobanking agreement relates to land that is owned by a corporation or more than one individual, then each director or landowner is required to provide the following information and sign the completed application form.

The designated primary landowner's² (or corporation's) details should be provided in sections 1 and 2. Additional landowners (including all directors or persons concerned in the management of a body corporate) please use Attachment A.

Landowner (if an individual)			
Category	☐ Private individual ☐ Partnership		
Title	☐ Mr ☐ Ms ☐ Miss ☐ Mrs ☐ Dr		
Last name			
First name			
Landowner (if a corporation)			
Company	Eurobodalla Shire Council		
ABN	47 504 455 945	GST registered	☒ Yes ☐ No
URL	www.eurocoast.nsw.gov.au		
Street address			
Address	PO Box 99		
Town	Moruya		
State	NSW	Postcode	2537

¹ Owner, in relation to land where establishment of a biobank site is proposed, includes every person who (either at law or in equity):

- is entitled to the land for any estate of freehold in possession, or
- is a person to whom the Crown has lawfully contracted to sell the land under the *Crown Lands Act 1989*, the *Crown Lands Consolidation Act 1913* or any other Act relating to the alienation of lands of the Crown, or
- is entitled to receive, or is in receipt of, or if the land were let to a tenant would be entitled to receive, the rents and profits in respect of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise, or
- a person who leases land under the *Crown Lands Act 1989*, the *Crown Lands Consolidation Act 1913* or the *Western Lands Act 1901*.

² Primary landowner is the owner, or one of the owners of the land to which the application for a biobanking agreement relates that is designated by all landowners as the main contact for the purpose of receiving official OEHS communication.

Mailing address (if different from above)			
Address			
Town			
State		Postcode	
Contact details for primary landowner (for enquiries or notifications)			
Name	Catherine Dale		
Phone	02 4474 1308	Mobile	
Fax	02 4474 1234	Email	Catherine.Dale@eurocoast.nsw.gov.au
Preferred contact for credits			
☐ Designated email address* (please specify)			
☒ OEHL to receive initial inquiries from potential buyers and forward these to the landowner		biobanking@environment.nsw.gov.au	

*Note: Designated email address will be displayed on the BioBanking public register. To protect your privacy, we advise you to provide an email address that does not include your name. If you do not have email, you can select to use the BioBanking email address.

2 Does the landowner meet the 'fit and proper person' criteria³?

Has the landowner (an individual or a corporation):	
☐ Yes ☒ No	ever breached any relevant legislation ⁴ , or held a licence or other authority that has been suspended or revoked under any relevant legislation?
☐ Yes ☒ No	in the previous 10 years, been convicted in New South Wales, or elsewhere, of an offence involving fraud or dishonesty?
☐ Yes ☒ No	in the previous 3 years, been an undischarged bankrupt or applied to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounded with creditors or made an assignment of remuneration for their benefit?
☐ Yes ☒ No	if an individual, been the director or person concerned in the management of a body corporate that is the subject of a winding-up order or for which a controller or administrator has been appointed during the previous 3 years?
☐ Yes ☒ No	if a corporation, been or is the subject of a winding-up order or has had a controller or administrator appointed during the previous 3 years?
If the landowner is a corporation, has any director or other person concerned in the management of the corporation ever:	
☐ Yes ☒ No	breached any relevant legislation, or held a licence or other authority that has been suspended or revoked under any relevant legislation?
☐ Yes ☒ No	been, or is, the director of another body corporate that has breached any relevant legislation, or has held a licence or other authority that has been suspended or revoked under any relevant legislation?
☐ Yes ☒ No	been convicted in New South Wales or elsewhere of an offence involving fraud or dishonesty in the previous 10 years?

³ Refer to the Threatened Species Conservation (Biodiversity Banking) Regulation 2008 for more information.

⁴ Relevant legislation in this section means the following Acts: the *Threatened Species Conservation Act 1995*, the *Contaminated Land Management Act 1997*, the *Environmental Planning and Assessment Act 1979*, the *Environmental Trust Act 1998*, the *Environmentally Hazardous Chemicals Act 1985*, Parts 7 and 7A of the *Fisheries Management Act 1994*, the *Marine Parks Act 1997*, the *National Parks and Wildlife Act 1974*, the *Native Vegetation Act 2003*, the *Ozone Protection Act 1989*, the *Pesticides Act 1999*, the *Protection of the Environment Administration Act 1991*, the *Protection of the Environment Operations Act 1997*, the *Radiation Control Act 1990*, the *Recreation Vehicles Act 1983*, the *Road and Rail Transport (Dangerous Goods) Act 1997*, the *Waste Avoidance and Resources Recovery Act 2001*, the *Wilderness Act 1987*, a repealed Act or an Act of the Commonwealth, a state or a territory that corresponds to a previous Act.

If you answered 'Yes' to any question in section 2, attach a statement with the specific circumstances and why you think those circumstances should not prevent you from establishing a biobank site.

Each individual landowner or company director must also provide **two independent written references** (of approx 200–300 words) addressing the 'fit and proper person' criteria – that they are of good repute in relation to character, honesty and integrity and are competent to manage conservation work on the site. The name, address and contact phone number/s of the referee must be included in the reference. A referee cannot be a relative of the applicant and must have known the applicant for at least 10 years.

Note: In determining whether the applicant is fit and proper to enter into and fulfil the obligations imposed by the agreement, OEH may take into consideration any or all of the above-listed matters. OEH may also consider whether the applicant is honest and of good repute, and whether the applicant is able to carry out conservation management practices as required under a biobanking agreement.

3 Proposed biobank site

Property address				
Property name				
Property address		Various off George Bass Drive and Donnelly Drive		
Town		Broulee		
State	NSW	Postcode	2537	
Location details				
Total area of proposed biobank site (hectares)		405Ha		
Title reference	Lot and DP number(s)	Lot 10 DP 831878 Lot 12 DP 831878 Lot 70 DP 831111 (part lot) Lot 8 DP 258299 (part lot) Lot 4 DP 1090948 (part lot) Lot 11 DP 771575 (part lot) Lot 41 DP1036166 (Lot 49 DP 1016474) (part lot)		
	Folio identifier or volume-folio (if Torrens Land System)	as above		
	Registered deed number (if Old Land System)			
Site reference	Easting (6 digits)	243764 243717 243211 243917 241878 241377 241653	Northing (7 digits)	6029272 6028585 6027364 6027488 6025057 6024132 6023192
	AMG zone (54, 55 or 56)	56	Reference system (e.g. GDA94, WGS84, AGD)	GDA94
Local government area (LGA)		Eurobodalla		
Catchment management	CMA region	Southern Rivers		

authority (CMA)	CMA subregion	Bateman
Zoning (under Local Environmental Plan)	☒ Rural ☐ Residential ☐ Recreation ☐ Business ☐ Industrial ☐ Special purpose ☐ Waterway ☒ Environmental protection	
Other information		
☐ Yes ☒ No	Are there any property interest holders in the land? If Yes, provide details and attach proof that each property interest holder is likely to consent to a biobank site being established. Check on your certificate title for property interest holders and also declare any residential tenancies or other leases. ☐ Easement ☐ Lease ☐ Mining interest ☐ Mortgage/charge Note: All property interest holders will be required to sign the biobanking agreement.	
☒ Yes ☐ No	Is any part of the proposed biobank site covered by a conservation covenant or has it received government funding? If Yes, attach a copy of the covenant or funding agreement. Please see Appendix C Broulee Biodiversity Certification Strategy 2013: Bengello Conservation Property Vegetation Plan	
☐ Yes ☒ No	Has the land been used as an offset under the <i>Native Vegetation Act 2003</i> or any other Act (including under an authority granted by a public authority under an Act)? If Yes, attach a copy of the offset agreement.	
☐ Yes ☒ No	Are there any conditions of consent or approval granted under the <i>Environmental Planning and Assessment Act 1999</i> that require ongoing biodiversity conservation measures to be carried out on the land? If 'Yes', attach a copy of the development approval consent listing all management requirements on the land.	
☒ Yes ☐ No	Is the land publicly owned? If 'Yes', specify what type of land is it (e.g. a 'natural area' under the <i>Local Government Act 1993</i> ; reserved land under the <i>Crown Lands Act 1989</i>) and attach a description of legislative requirements regarding the use and management of the land. Please see Appendix Z (attached)	
Provide a short description of current land uses	The Biobank Site is comprised of 7 parcels (in part or full), all of which are publicly owned. The parcels are undeveloped bushland or wetland. Of these parcels, 4 are categorised as operational land (Lot 41 DP 1036166, Lot 11 DP 771575, Lot 12 DP 831878, Lot 10 DP 831878), 3 are categorised as community land: Lot 4 DP 1090948 General community use – open slashed, Lot 8 DP 258299 Reserve, Lot 70 DP 831111 Natural area bushland and natural area wetland.	
☒ Yes ☐ No	Is there any previous or current condition or use, or proposed use or development, of the site that may be inconsistent with its management for biodiversity conservation purposes? If 'Yes', describe the condition or use	
	Description of condition, use or development and whether previous, current or proposed (such as maintaining or constructing access tracks, building shed/s to store weed control chemicals or other pesticides, building fences to manage stock or human access, building structures to restore natural water flows)	Management zones affected
	Proposed extension of Moruya Airport runway and resultant vegetation management activities to obstacle limitation surface requirements	MZ_Fst MZ_Cst
	Maintaining existing access tracks and power line easements (as marked on plan)	MZ_Fst MZ_Cst MZ_Wet

	Maintaining existing fencing/bollards to manage access (as marked on plan)	MZ_Fst MZ_Cst MZ_Wet
X Yes ☐ No	To the best of your knowledge, is there any previous or current condition or use, or proposed use, of surrounding land that may be inconsistent with the management of the proposed biobank site for biodiversity purposes? If 'Yes', describe the condition or use.	
	Description of condition or use and whether previous, current or proposed	Management zones affected
	Permitted land uses on adjacent lands are described in the Eurobodalla LEP 2012. Indirect impacts that may result from these land uses have been addressed in the credit assessment and described in the Broulee Biodiversity Certification Strategy.	MZ_Fst
X Yes ☐ No	Are there any land uses, compatible with biodiversity conservation, proposed for the biobank site once it is established (e.g. traditional Aboriginal cultural activities, ecotourism, camping, bushwalking or other passive recreational activities)? If 'Yes', describe the land use and specify whether it is a development activity or other human activity.	
	Description of proposed development or human activity (include details of how many people, tents, vehicles, campfires etc allowed at any time)	Management zones affected
	Traditional Aboriginal cultural activities; gathering of food and medicine, cultural teaching	MZ_Fst MZ_Cst MZ_Wet
	Other human activities: Existing low impact passive recreational uses such as bushwalking and cycling. Ecotourism activities such as guided nature walks and spotlighting. Ecological, geomorphic and coastal research activities.	MZ_Fst MZ_Cst MZ_Wet
X Yes ☐ No	Are there any Aboriginal objects and/or Aboriginal places on the biobank site? If 'Yes' describe the objects and/or places.	
	Description of Aboriginal objects and places	Management zones
	58-4-0893	MZ_Fst
	58-4-0002	MZ_Fst
	58-4-0051	MZ_Fst
	58-4-0918	MZ_Fst
	58-4-0050	MZ_Wet
	Bengello Creek – heritage conservation area Eurobodalla Local Environmental Plan	MZ_Wet

4 BioBanking Assessor

Name	Paula Pollock
Accreditation number	0066
Declaration	I declare that all information supplied in relation to the Credit Calculator reports and any associated documents complies with both the BioBanking Assessment Methodology and the operational manual.

	I understand that I am personally accountable for the validity of all data collected and analyses performed and that I have adequately supervised all support team members for this assessment. I have undertaken this assessment within the terms of my accreditation as a BioBanking Assessor and have adhered to the BioBanking Assessor code of conduct.
Signature	

5 Application fee

Application fee (\$672) payment method (select one)	
☐ Cheque	Please make cheque payable to the 'Office of Environment and Heritage NSW.'
☐ Credit card	☐ Master card ☐ Visa Card no Expiry date / Cardholder's name Cardholder's signature Date 29/08/2014 Note: Fees are exempt from GST by the Commonwealth Treasurer's Division 81 determination under A New Tax System (Goods and Services Tax) Act 1999.