

# **PLANNING PROPOSAL REQUEST**

## **No. 229 Macquarie Grove Road, Cobbitty**

### **(Camden Council)**



**Prepared For:**  
**Trustees of the Sisters**  
**Of the Good Samaritan**  
**Prepared By:**



**Volume 2**  
**Annexure "D"**  
**Appendix 3**  
**Biodiversity Overview and Management Principles**  
**(Travers Ecological)**

**October 2021**



## **Appendix 3.     Biodiversity Agreement no. 1**





**Biobanking agreement  
ID number: 81**

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

**for**

**Trustees of the Sisters of the Good Samaritan  
for  
“Mater Dei” property biobank site  
Lot 100 in Deposited Plan number 1159926**



**Office of  
Environment  
& Heritage**



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

This agreement made on the 9<sup>th</sup> day of May 2012 between the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* ('the Minister', which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and the Trustees of the Sisters of the Good Samaritan ARBN 062 542 036 ('the landowner') on the other part.

**Background**

- A The landowner is the owner of that parcel being Lot 100, Deposited Plan 1159926, Parish of Narellan, County of Cumberland, known as the Mater Dei property, 229 Macquarie Grove Road, Cobbitty, NSW, 2570 ('the land').
- B The biobank site that is the subject of this agreement forms part of the land and is shown on the Biobank site boundary map dated 24/02/2012. The biobank site covered by this agreement consists of approximately 25.7 hectares.
- C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.
- D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.
- E Not applicable.
- F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.
- G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.
- H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexures C and D.
- I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.
- K The Minister has delegated the power to enter into this biobanking agreement to the Chief Executive of the Office of Environment and Heritage (OEH).



Now this agreement witnesses:

## 1 Interpretation

1.1 In this agreement, unless the contrary intention appears:

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

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

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

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

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

**'Annexure B'** means Annexure B to this agreement entitled 'Biobanking Agreement Credit Report'

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

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

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

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

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

**'biobank site'** means that part of the land shown as the "biobank site" on the biobank site boundary map

**'biobank site boundary map'** means the map entitled Map A - Biobank site boundary map dated 24/02/2012 and included in Annexure A

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

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

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



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

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

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

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

**'biodiversity credits register'** means the register of biodiversity credits kept by the Director General under Part 7A of the Act

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

**'Chief Executive'** means the Chief Executive of the Office of Environment and Heritage, Department of Premier and Cabinet

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

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

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

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

**'Director General'** has the same meaning as in section 4 of the Act

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

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

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

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

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

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

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



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

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

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

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

**‘management zone’** means those areas of the biobank site identified on the map entitled Map C – Management zones map dated 24/02/2012 and included in Annexure A

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

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

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

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

**‘native vegetation’** has the same meaning as in section 6 of the NV Act

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

**‘NV Act’** means the *Native Vegetation Act 2003* (NSW)

**‘OEH’** means Office of Environment and Heritage, NSW Department of Premier and Cabinet

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

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

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

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



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

**'party'** means a party to this agreement

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

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

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

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

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

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

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

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

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

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

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

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

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.
- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.6 The schedules and Annexures to this agreement form part of this agreement.
- 1.7 Any notes included in the agreement do not form part of the agreement.



## **2 Status of this agreement**

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

## **3 Use of the biobank site**

The landowner covenants with the Minister as follows:

### **General responsibilities**

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

Note: Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

### **Cultural heritage**

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

### **Obtaining of consents, permits and authorisations**

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

### **Development**

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:
- 3.4.1 is permitted or required under Annexure C, or
  - 3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled 'Permissible human activities on the biobank site' contained in clause 3.6.

### **Permissible development**



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

Permissible development on the biobank site	
Description of development	Management zone/s
Carrying out of any activity subject to Petroleum Exploration Licence 2 of the Petroleum (Onshore) Act 1991 or any other petroleum title that may be granted under that Act.	All zones
Carrying out of any activity subject to Authority 6 issued under the Mining Act 1992 or any other authorisation that may be granted under that Act.	All zones
The existing stockpile of gravel at the western end of the internal access track may be used (until depleted) for maintenance of the track within and external to the biobank site.	MZ9
Maintenance or removal of the existing ropes course.	MZ2

#### Permissible human activities

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

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Passive recreation, with the exception of overnight stays and/or camp fires, is permissible on the land to the extent that the condition of vegetation on site is not degraded. Passive recreation can include but is not limited to activities such as walking and bird watching.	All zones
Recreational use of the existing ropes course.	MZ2
Vehicular access only for the purposes of undertaking management actions is permissible.	All zones

## 4 Management actions and management plans

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



i. implement or procure the implementation of; and

ii. comply or procure the compliance with

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

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

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

i. the management actions to be carried out in accordance with clause 4.1; and

ii. the management plans to be implemented and complied with in accordance with clause 4.2

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

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

## 5 Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is \$1,589,592.00 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

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

## 6 Biodiversity credits

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

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

6.3 At the commencement date, the landowner is entitled to receive \$500,000.00 excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$500,000.00 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

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

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



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

## **7 Monitoring, record keeping and reporting**

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

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

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

## **9 Change of land ownership or subdivision of land**

- 9.1 The landowner must notify the Director General in writing of any change of:
  - 9.1.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or
  - 9.1.2 lessee of the biobank site, or any part thereof, within twenty eight (28) days after the change of lessee or licensee of the biobank site.

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

- 9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record



keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.

- 9.3 The landowner must notify the Director General in writing no less than 14 days before the biobank site is subdivided.
- 9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

## **10 Right to enter biobank site for research and monitoring**

- 10.1 The landowner must permit access to the biobank site at any time to the Minister, the Director General, an authorised officer or an officer of OEH for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Director General, an authorised officer or an officer of OEH must ensure that such access does not:
- 10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or
  - 10.1.2 Interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.
- 10.2 The Minister, Director General, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Director General, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.
- 10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

## **11 Agreement preparation expenses**

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

## **12 Obligations of the Minister**

- 12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.



12.2 The Minister may only make such a direction if:

- 12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and
- 12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and
- 12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.

12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

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

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

- 12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and
- 12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

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

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

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

### 13 Ownership of the land and registration of this agreement

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

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



- 13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.
- 13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.
- 13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

## 14 Variation and termination

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

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

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

## 15 Indemnity and release

- 15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.
- 15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.
- 15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.



- 15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

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

## 16 Dispute resolution

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



## 17 Governing law

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

## 18 Commencement

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

## 19 Privacy statement

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

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

## 20 Exercise of Minister's and Director General's powers

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

## 21 Notices

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

### The Minister

Address	Office of Environment and Heritage PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention (nominated officer)	Manager, Biodiversity and Vegetation Programs

### Landowner

Address	1A Harris Street, Five Dock, NSW, 2046
Fax	(02) 8752 5333
Attention	Congregational Business Manager

- 21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being



sent to the landowner by an officer of OEHL advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

- 21.3 For the avoidance of doubt, this clause does not fetter the Minister or Director General's discretion to give or withhold from giving such notice, consent or permission.

### **Agreement annexures**

Annexure A Maps of biobank site

Annexure B Biobanking Agreement Credit Report

Annexure C Management actions and management plans (also approved by the Chief Executive as a Property Management Plan prepared by the Landowner under the Section 113B of the *Threatened Species Conservation Act, 1995*)

Annexure D Monitoring, reporting and record keeping requirements (also approved by the Chief Executive as a Property Management Plan prepared by the Landowner under the Section 113B of the *Threatened Species Conservation Act, 1995*)

Annexure E Payment schedules



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

**Signed by**

Sally Barnes, A/Chief Executive, Office of  
Environment and Heritage (OEH), Department of  
Premier and Cabinet, as the Minister's delegate  
under Section 142A of the *Threatened Species  
Conservation Act 1995* in the presence of:

Sally Barnes  
Sally Barnes  
Date 9/5/12

Harris  
Witness signature  
Date 9/5/12

Witness name Sandra Harris

Witness address 9/3 Blackwall Pt Rd, Abbotsford. NSW. 2046.

**Signed by the landowner/s or director/s**

Sr Clare Condon  
Date  
Provincial  
Trustees of the Sisters of the Good  
Samaritans

In the presence of

Witness signature  
Date

Witness name

Witness address

Sr Bernadette Corboy  
Date  
Member  
Trustees of the Sisters of the Good  
Samaritans

In the presence of

Witness signature  
Date

Witness name

Witness address



# Biodiversity Banking and Offsets Scheme

Biobanking agreement

ID number 81

Sr Catherine McCahill

Date

Member

Trustees of the Sisters of the Good Samaritans

Date

Member

Trustees of the Sisters of the Good Samaritans

In the presence of

In the presence of

Witness signature

Date

Witness name

Witness address

Witness signature

Date

Witness name

Witness address

Seal (if signing under seal):

The **COMMON SEAL** was affixed by the body corporate called **TRUSTEES OF THE SISTERS OF THE GOOD SAMARITAN** ARBN 062 542 036 was affixed in the presence of the Superior and two other Members of the Body Corporate all of whom have signed below

Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:

Name of authorised person: CLARE THERIESE CONDON

Office Held: Superior

Signature of authorised person:

Name of authorised person:

Office Held: Member

MARIE BERNARDETE CORBOY

Signature of authorised person:

Name of authorised person:

Office Held: Member

BERNARDINA PM SONTROP



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


**Signed by**

Sally Barnes, Acting Chief Executive, Office of Environment and Heritage (OEH), as delegate under Section 113B of the *Threatened Species Conservation Act 1995* in the presence of:

**Sally Barnes**

Date

9/5/12



Witness signature

Date

9/5/12

Witness name

Sandra Harris

Witness address

9/3 Blackwall Pt Rd, Abbotsford. NSW. 2046



## **Annexure A: Maps of biobank site**

Map A - Biobank site boundary (24/02/2012)

Map B - Vegetation zones map (24/02/2012)

Map C - Management zones map (24/02/2012)

Map D - Property management actions map (24/02/2012)

Map E – Location of plots, transects and photo-points map (24/02/2012)

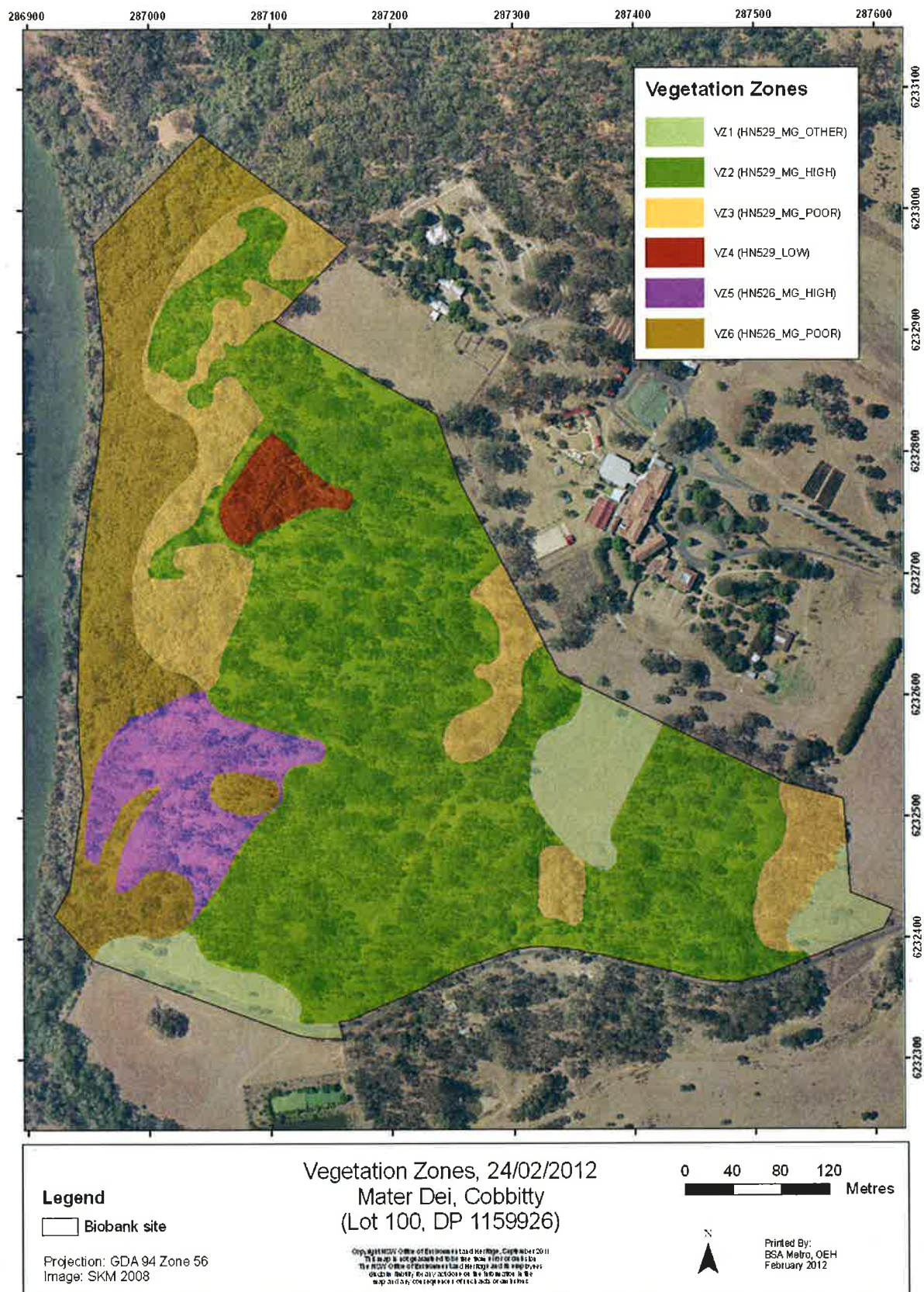


Map A - Biobank site boundary (24/02/2012)



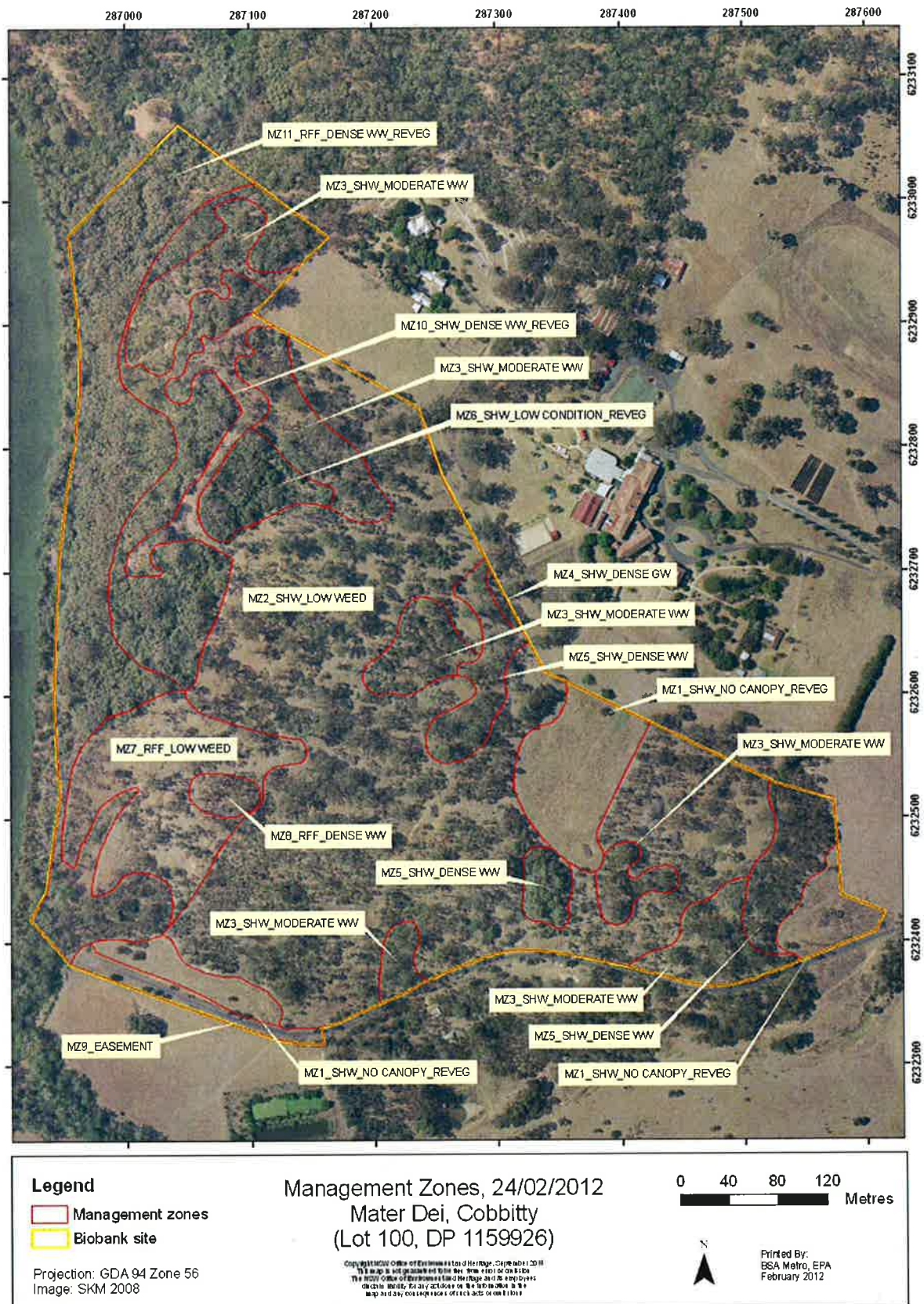


**Map B - Vegetation zones map (24/02/2012)**



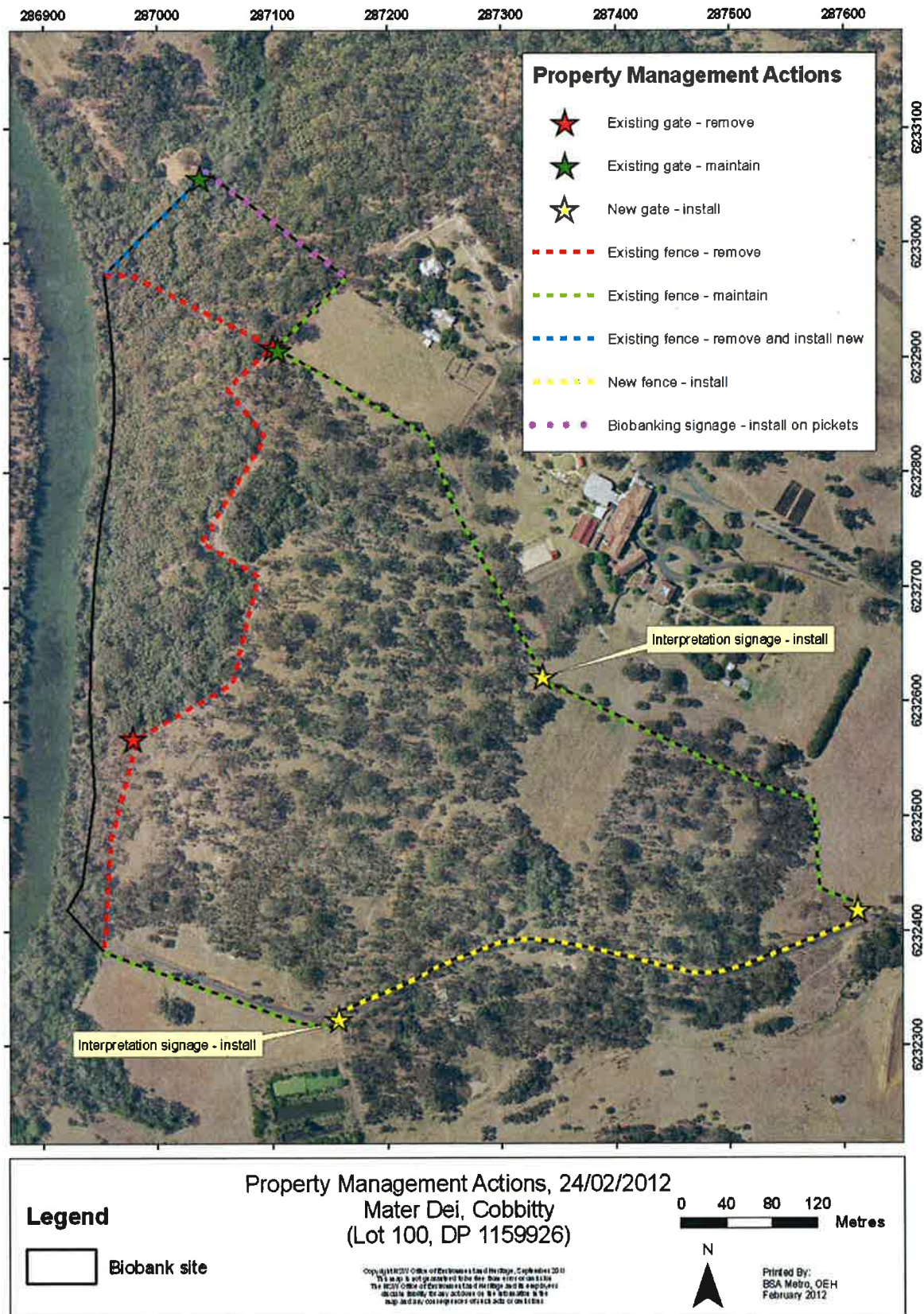


Map C - Management zones map (24/02/2012)





**Map D - Property management actions map (24/02/2012)**





**Map E – Location of plots, transects and photo-points map (24/02/2012)**





## Annexure B: Biobanking Agreement Credit Report

### *BioBanking Credit Calculator*



Office of  
Environment  
& Heritage

#### BioBanking credit report

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

Date of report: 2/04/2012

Time: 1:27:51PM

Tool version: 2.0

#### Biobank details

**Proposal ID:** 0078/2012/0025B  
**Proposal name:** Mater Dei biobank site  
**Proposal address:** 229 Macquarie Grove Road Cobbity NSW 2570  
  
**Proponent name:** The Trustees of the Sister of the Good Samaritan  
**Proponent address:** PO Box 876 Five Dock NSW 2046  
**Proponent phone:** 8752 5300  
  
**Assessor name:** Martin Bremner  
**Assessor address:** 6 Betty Avenuen Winston Hills NSW 2153  
**Assessor phone:** 9585 6930  
**Assessor accreditation:** 0078

#### Additional Information required for approval:

- ☐ Use of local benchmark
- ☐ Expert report
- ☐ Change threatened species response to gain (Tg value)



## Ecosystem credits summary

Vegetation type	Area (ha)	Credits required	Red flag
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	11.43	93	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	2.72	22	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	0.04	0	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	1.32	15	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	0.51	5	No
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	1.77	12	No
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	0.16	2	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	0.29	1	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	2.12	25	No
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	3.69	40	No
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	1.68	17	No
<b>Total</b>	<b>25.73</b>	<b>232</b>	

## Credit profiles

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

Number of ecosystem credits required	54
CMA sub-region	Cumberland - Hawkesbury/Nepean
Minimum percent native vegetation cover class	11-30%
Minimum adjacent remnant area class	>100 ha

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

Number of ecosystem credits required	5
CMA sub-region	Cumberland - Hawkesbury/Nepean
Minimum percent native vegetation cover class	11-30%
Minimum adjacent remnant area class	



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

Number of ecosystem credits required	173
CMA sub-region	Cumberland - Hawkesbury/Nepean
Minimum percent native vegetation cover class	11-30%
Minimum adjacent remnant area class	>100 ha



## Species credits

### Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Cat and/or Fox control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Exclude miscellaneous feral species
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Feral and/or native herbivore control/ exclusion (eg rabbit, goats, deer etc)
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	Cat and/or Fox control
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	Feral and/or native herbivore control/ exclusion (eg rabbit, goats, deer etc)



## Annexure C: Management actions and management plans

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

### A Management actions

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

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

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

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

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

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

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

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

- I. removal of noxious weeds under the Noxious Weeds Act 1993
- II. the control of noxious animals under the Rural Lands Protection Act 1998
- III. an obligation arising under an eradication order or pest control order under Part 11 of the Rural Lands Protection Act 1998
- IV. a direction under section 37A of the State Emergency and Rescue Management Act 1989 in relation to a state of emergency or a direction under section 22A of the State Emergency Service Act 1989
- V. in respect of the *Rural Fires Act 1997*:
  - (a) an emergency fire fighting act within the meaning of that Act
  - (b) emergency bushfire hazard reduction work within the meaning of that Act
  - (c) any notified steps issued to the landowner under section 63 of that Act



- (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
- (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:
  - i. a current bushfire hazard reduction certificate that applies to the work
  - ii. the provisions of any bushfire code applying to the land specified in the certificate.

A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the biobanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.

#### **B Timing for carrying out management actions**

B1 An obligation to carry out a management action (or implement and comply with a management plan):

- (i) will commence on the commencement date or first payment date (as indicated); and
- (ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.

B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.

B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.



## Section 1: Standard management actions

Standard management actions		
Item 1	Management of grazing for conservation	Timing
1.1	<p>Stock must not be permitted to graze in any area of the biobank site.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> <li>Existing stock proof fencing and gates identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'Existing fence - maintain' or 'Existing gate - maintain' must be retained and maintained to exclude livestock from the biobank site.</li> <li>Fencing and gates identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'New fence - install' or 'New gate - install' must be installed within 12 months of the first payment date and maintained to exclude livestock from the biobank site.</li> <li>Fencing identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'Existing fence - remove and install new', must be removed and new fencing installed within 12 months of the first payment date and maintained to exclude livestock from the biobank site.</li> <li>Fencing identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'Existing fence - remove', must be removed within 12 months of the first payment date. Fencing removal will involve the removal of wire only with the posts remaining in the ground.</li> <li>The gates identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'Existing gate - remove' must be removed when the adjacent fencing is replaced.</li> </ul>	Ongoing from first payment date.
1.2	This item is not applicable.	
1.3	This item is not applicable.	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from commencement date.
Item 2	Weed control	Timing
2.1	<p>The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 ('the <b>weed management plan</b>') (or such updated integrated weed management plan as has been approved by the Director General under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be</p>	Ongoing from first payment date.



	made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.	
2.2	<p>The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required.</p> <p>At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> <li>• a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level of effort required by those actions, and,</li> <li>• an implementation guide that provides information to assist in the effective implementation of the revised plan.</li> </ul> <p>The revised plan, statement and implementation guide must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site.</p> <p>The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> <li>• a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present</li> <li>• the method/s of weed control in each zone</li> <li>• the frequency of weed control activities at the site, taking into account management practices where weeds are providing habitat for native species</li> <li>• the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities</li> <li>• methods for monitoring the success of weed control activities</li> <li>• a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the <i>Noxious Weeds Act 1993</i>)</li> <li>• additional weed control activities to destroy or remove any new weed species that are found on the site</li> </ul>	Ongoing from first payment date.



	<ul style="list-style-type: none"><li>• measures for assessing and reporting monitoring results</li><li>• a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.</li></ul>	
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Item 3	Management of fire for conservation	Timing
3.1	<p>The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Director General under item 3.2 below) (<b>‘the fire management plan’</b>). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
3.2	<p>The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the fire management plan is required, the Director General will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required.</p> <p>At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> <li>• a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level of effort required by those actions, and,</li> <li>• an implementation guide that provides information to assist in the effective implementation of the revised plan.</li> </ul> <p>The revised plan, statement and implementation guide must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site.</p> <p>The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> <li>• the year the last fire went through, the type of fire and the extent of the fire and location, where known</li> <li>• frequency of natural fires in the area of the biobank site, where known</li> <li>• a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt</li> <li>• the methods that will be used for ecological burns</li> <li>• the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or</li> </ul>	Ongoing from first payment date.



	<p>activities undertaken under the <i>Rural Fires Act 1997</i> to ensure minimum frequency between ecological burns</p> <ul style="list-style-type: none"> <li>the fire intensity for the recommended vegetation types</li> <li>the time of year suitable for ecological burns</li> <li>the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.</li> </ul>	
3.3	Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	Ongoing from commencement date.
<b>Item 4</b>	<b>Management of human disturbance</b>	<b>Timing</b>
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	This item is not applicable.	
4.4	<p>The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site.</p> <p>Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i>.</p>	Ongoing from commencement date.
4.5	<p>The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.</p> <p>Note: The stockpile of gravel in MZ9 may be retained and used for future track maintenance.</p>	Ongoing from first payment date.
4.6	<p>Signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH.</p> <p>Specific requirements:</p> <ul style="list-style-type: none"> <li>One BioBanking sign must be installed and maintained on each of the five gates into the biobank site. (Gates are identified in the Property management actions map dated 24/02/2012 and contained in Annexure A.)</li> <li>6 metal starpickets must be placed at regular intervals along the line identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'Biobanking signage – install on pickets'. One BioBanking sign must be installed and maintained on each of these starpickets.</li> </ul>	Ongoing from first payment date.



	<ul style="list-style-type: none"> <li>• 9 metal starpickets to be placed at practical interface locations along the lines identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as "Existing fence – maintain" and "New fence – install". One BioBanking sign must be installed and maintained on each of these starpickets.</li> <li>• A Biobanking sign is a sign available from the OEH. Biobanking signs must be installed within 4 months of the first payment date. A Biobanking sign must be replaced if the writing or images on the sign are no longer clearly visible or are illegible.</li> <li>• An interpretation sign must be installed and maintained adjacent to the gates at the locations identified in the Property management actions map dated 24/02/2012 contained in Annexure A to this agreement as 'Interpretation signage – install'.</li> <li>• The purpose of the interpretation sign is to reduce human disturbance to the site by educating users of the site of the values being protected.</li> <li>• The format and information conveyed on an interpretation sign is to be set out in an Implementation Guide for the biobank site.</li> <li>• An interpretation sign must be replaced if the writing or images on the sign are no longer clearly visible or are illegible.</li> </ul>	
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<b>Item 5</b>	<b>Retention of regrowth and remnant native vegetation</b>  Note: An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.	<b>Timing</b>
5.1	Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement.  Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
<b>Item 6</b>	<b>Replanting or supplementary planting where natural regeneration will not be sufficient</b>	<b>Timing</b>
6.1	The landowner must undertake planting or seeding of the native groundcover/shrub/tree species indicated in the planting schedule for the biobank site as set out in item 6.6 below ( <b>'the planting schedule'</b> ) in the areas of planting and within the timeframe indicated in the planting schedule.  If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the landowner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time.  Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be undertaken prior to such planting.  Specific requirements for all plantings: <ul style="list-style-type: none"> <li>Planting should be undertaken during the months of March, April and/or May unless there are adverse weather conditions that prevent this. In this case the decision for when it is best to undertake planting will be left to the bush regenerator in consultation with the project manager and landowner.</li> <li>Install a soil conditioner (e.g. Terraform or TerraCottem) in planting holes prior to planting.</li> </ul> Specific requirements for planting trees and shrubs in MZ1: <ul style="list-style-type: none"> <li>Plant in a mosaic pattern to maintain a patchwork of open</li> </ul>	Commencing from first payment date.



	<p>grassland areas within the zone</p> <ul style="list-style-type: none"> <li>• Plant out 50% of the total area of the zone only</li> <li>• Avoid planting within 10 m of existing canopy trees or areas where strong natural regeneration is occurring</li> <li>• Plant trees at a rate of 400 trees/ha and shrubs at a rate of 625 shrubs/ha.</li> <li>• Install tree guards around each plant and maintained for 3 years from the planting date.</li> </ul> <p>Specific requirements for planting trees and shrubs in MZ6, MZ10 &amp; MZ11:</p> <ul style="list-style-type: none"> <li>• Plant 50% of the total area of the zone only</li> <li>• Avoid planting within 10 m of existing canopy trees or areas where strong natural regeneration is occurring</li> <li>• Plant trees at a rate of 400 trees/ha and shrubs at a rate of 625 shrubs/ha</li> <li>• Undertake planting within 24 months of primary weed treatment in an area.</li> <li>• Install tree guards around each plant and maintained for 3 years from the planting date.</li> </ul> <p>Specific requirements for planting groundcovers in MZ6, MZ10 &amp; MZ11:</p> <ul style="list-style-type: none"> <li>• Plant groundcovers in nodes covering one square metre and containing six plants</li> <li>• Install 200 nodes per hectare targeting areas with the lowest capacity for natural regeneration</li> <li>• Undertake planting within 24 months of primary weed treatment in an area.</li> </ul>	
6.2	This item is not applicable.	
6.3	<p>The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region, the landowner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	<p>Conduct the first survey 24 months after the completion of planting or seeding in each area of planting or seeding, and then every 12 months thereafter.</p>
6.4	<p>Areas of planting and seeding must be managed as required to assist the establishment and survival of native plant species.</p> <p>Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by stock (in accordance with item 6.2 above) at strategic times of the year to control weeds to improve biodiversity values. The dates of planting must be recorded in accordance with the record</p>	<p>As required, from the date that planting or seeding areas are established.</p>



	keeping requirements set out in Annexure D.	
6.5	Seeds and plants used for planting and seeding must be obtained from locally collected provenances, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change). Any seed collected on site must be used on site or on other adjacent land parcels in landholders' ownership. Any seed collected must be collected in accordance with the <u>Florabank Guidelines</u> . Seed collection from any species individually listed under the <i>Threatened Species Conservation Act 1995</i> must not be undertaken, except any such species specified in item 6.6 below.	As required (from commencement date if relevant to prepare for future planting).

#### 6.6 Planting schedule at the biobank site

Species' common name	Species' scientific name	Management zone/s of planting	No. of plants per area	Planting method	Timing (months or Year)
Blue Box	<i>Eucalyptus baueriana</i>	MZ1	40	Hiko cell	Within 4 years of commencement
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	MZ1	20	As above	As above
Grey Box	<i>Eucalyptus moluccana</i>	MZ1	140	As above	As above
Forest Red Gum	<i>Eucalyptus tereticornis</i>	MZ1	140	As above	As above
Black Wattle	<i>Acacia decurrens</i>	MZ1	50	As above	As above
Acacia falcata	<i>Acacia falcata</i>	MZ1	110	As above	As above
Hickory Wattle	<i>Acacia implexa</i>	MZ1	50	As above	As above
Parramatta Wattle	<i>Acacia parramattensis</i>	MZ1	50	As above	As above
Blackthorn	<i>Bursaria spinosa</i> subsp. <i>spinosa</i>	MZ1	50	As above	As above
Wedge-leaf Hop-bush	<i>Dodonaea viscosa</i> subsp. <i>cuneata</i>	MZ1	110	As above	As above
Australian Indigo	<i>Indigofera australis</i>	MZ1	100	As above	As above
Blue Box	<i>Eucalyptus baueriana</i>	MZ6, MZ10	40	As above	Within 24 months of primary weed treatment
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	MZ6, MZ10	60	As above	As above
Grey Box	<i>Eucalyptus moluccana</i>	MZ6, MZ10	200	As above	As above
Forest Red Gum	<i>Eucalyptus tereticornis</i>	MZ6, MZ10	200	As above	As above



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Black Wattle	<i>Acacia decurrens</i>	MZ6, MZ10	100	As above	As above
-	<i>Acacia falcata</i>	MZ6, MZ10	100	As above	As above
Hickory Wattle	<i>Acacia implexa</i>	MZ6, MZ10	100	As above	As above
Parramatta Wattle	<i>Acacia parramattensis</i>	MZ6, MZ10	100	As above	As above
Blackthorn	<i>Bursaria spinosa</i> subsp. <i>spinosa</i>	MZ6, MZ10	90	As above	As above
Wedge-leaf Hop-bush	<i>Dodonaea viscosa</i> subsp. <i>cuneata</i>	MZ6, MZ10	150	As above	As above
Australian Indigo	<i>Indigofera australis</i>	MZ6, MZ10	150	As above	As above
Austral Bugle	<i>Ajuga australis</i>	MZ6, MZ10	20	As above	As above
Purple Wiregrass	<i>Aristida ramosa</i>	MZ6, MZ10	20	As above	As above
Threeawn Speargrass	<i>Aristida vagans</i>	MZ6, MZ10	20	As above	As above
Narrow plantain	<i>Plantago gaudichaudii</i>	MZ6, MZ10	20	As above	As above
-	<i>Plantago varia</i>	MZ6, MZ10	20	As above	As above
Bordered Panic	<i>Entolasia marginata</i>	MZ6, MZ10	80	As above	As above
Wallaby Grass	<i>Austrodanthonia racemosa</i> var. <i>racemosa</i>	MZ6, MZ10	80	As above	As above
Smallflower Wallaby Grass	<i>Austrodanthonia setacea</i>	MZ6, MZ10	80	As above	As above
Red-leg Grass	<i>Bothriochloa decipiens</i> var. <i>decipiens</i>	MZ6, MZ10	80	As above	As above
Tall Sedge	<i>Carex appressa</i>	MZ6, MZ10	80	As above	As above
Tall Chloris	<i>Chloris ventricosa</i>	MZ6, MZ10	80	As above	As above
Barbed Wire Grass	<i>Cymbopogon refractus</i>	MZ6, MZ10	80	As above	As above
Blue Flax-Lily	<i>Dianella longifolia</i>	MZ6, MZ10	80	As above	As above
Shorthair Plumegrass	<i>Dichelachne micrantha</i>	MZ6, MZ10	80	As above	As above
Fishweed	<i>Einadia trigonos</i> subsp. <i>trigonos</i>	MZ6, MZ10	80	As above	As above
Common Wheatgrass	<i>Elymus scaber</i> var. <i>scaber</i>	MZ6, MZ10	80	As above	As above
Paddock Lovegrass	<i>Eragrostis leptostachya</i>	MZ6, MZ10	80	As above	As above
Snowgrass	<i>Poa sieberiana</i> var. <i>sieberiana</i>	MZ6, MZ10	80	As above	As above
Slender Rat's Tail Grass	<i>Sporobolus creber</i>	MZ6, MZ10	80	As above	As above
Smooth-flower Wallaby Grass	<i>Austrodanthonia pilosa</i>	MZ6, MZ10	80	As above	As above



Wallaby Grass	<i>Austrodanthonia tenuior</i>	MZ6, MZ10	80	As above	As above
-	<i>Austrostipa rudis</i> subsp. <i>rudis</i>	MZ6, MZ10	80	As above	As above
Red-leg Grass	<i>Bothriochloa macra</i>	MZ6, MZ10	80	As above	As above
Windmill Grass	<i>Chloris truncata</i>	MZ6, MZ10	80	As above	As above
Blue Flax-Lily	<i>Dianella revoluta</i> var. <i>revoluta</i>	MZ6, MZ10	80	As above	As above
Tufted Hedgehog Grass	<i>Echinopogon caespitosus</i> var. <i>caespitosus</i>	MZ6, MZ10	80	As above	As above
Kangaroo Grass	<i>Themeda australis</i>	MZ6, MZ10	130	As above	As above
Tufted Hedgehog Grass	<i>Poa labillardieri</i> var. <i>labillardieri</i>	MZ6, MZ10	130	As above	As above
Weeping Grass	<i>Microlaena stipoides</i> var. <i>stipoides</i>	MZ6, MZ10	380	As above	As above
Berry Saltbush	<i>Einadia hastata</i>	MZ6, MZ10	300	As above	As above
Blady Grass	<i>Imperata cylindrica</i>	MZ6, MZ10	300	As above	As above
Rough-barked Apple	<i>Angophora floribunda</i>	MZ11	110	As above	As above
Broad-leaved Apple	<i>Angophora subvelutina</i>	MZ11	110	As above	As above
Camden White Gum	<i>Eucalyptus benthamii</i>	MZ11	60	As above	As above
Blue Box	<i>Eucalyptus baueriana</i>	MZ11	150	As above	As above
River Peppermint	<i>Eucalyptus elata</i>	MZ11	140	As above	As above
Forest Red Gum	<i>Eucalyptus tereticornis</i>	MZ11	140	As above	As above
-	<i>Melaleuca decora</i>	MZ11	50	As above	As above
Black Wattle	<i>Acacia decurrens</i>	MZ11	120	As above	As above
White Sally Wattle	<i>Acacia floribunda</i>	MZ11	120	As above	As above
Hickory Wattle	<i>Acacia implexa</i>	MZ11	120	As above	As above
Parramatta Wattle	<i>Acacia parramattensis</i>	MZ11	120	As above	As above
Blackthorn	<i>Bursaria spinosa</i> subsp. <i>spinosa</i>	MZ11	120	As above	As above
Large-leaf Hop-bush	<i>Dodonaea triquetra</i>	MZ11	250	As above	As above
Tick Bush	<i>Kunzea ambigua</i>	MZ11	200	As above	As above
Tree Violet	<i>Melicytus dentatus</i>	MZ11	140	As above	As above
Purple Wiregrass	<i>Aristida ramosa</i>	MZ11	80	As above	As above
Threeawn Speargrass	<i>Aristida vagans</i>	MZ11	80	As above	As above



-	Austrodanthonia racemosa var. racemosa	MZ11	140	As above	As above
Tall Chloris	Chloris ventricosa	MZ11	140	As above	As above
Barbed Wire Grass	Cymbopogon refractus	MZ11	140	As above	As above
Shorthair Plumegrass	Dichelachne micrantha	MZ11	140	As above	As above
Forest Hedgehog Grass	Echinopogon ovatus	MZ11	140	As above	As above
Fishweed	Einadia trigonos	MZ11	140	As above	As above
Common Wheatgrass	Elymus scaber var. scaber	MZ11	140	As above	As above
Wiry Panic	Entolasia stricta	MZ11	140	As above	As above
Hairy Panic	Panicum effusum	MZ11	140	As above	As above
Scrubby Spurge	Phyllanthus gunnii	MZ11	140	As above	As above
Blue Flax-lily	Dianella caerulea var. caerulea	MZ11	140	As above	As above
Bordered Panic	Entolasia marginata	MZ11	140	As above	As above
Stout Bamboo Grass	Austrostipa ramosissima	MZ11	300	As above	As above
Berry Saltbush	Einadia hastata	MZ11	300	As above	As above
-	Eragrostis benthamii	MZ11	300	As above	As above
Paddock Lovegrass	Eragrostis leptostachya	MZ11	300	As above	As above
Spiny-headed Mat-rush	Lomandra longifolia	MZ11	300	As above	As above
Weeping Grass	Microlaena stipoides var. stipoides	MZ11	300	As above	As above
Kangaroo Grass	Themeda australis	MZ11	300	As above	As above
-	Juncus usitatus	MZ11	300	As above	As above
-	Poa affinis	MZ11	300	As above	As above



Item 7	Retention of dead timber	Timing
7.1	<p>Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site, except for the existing large log piles within MZ2, MZ3 and MZ7.</p> <p>Large (&gt;30 cm diameter) logs in the existing large log piles in MZ2, MZ3 and MZ7 will be redistributed across the site to improve access for weed control and to improve biodiversity values.</p> <p>The log piles and immediate surrounds must be inspected for the presence of the Cumberland Land Snail prior to any disturbance. Areas containing the Cumberland Land Snail are to be left undisturbed.</p>	Ongoing from commencement date.
7.2	<p>Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p>	When required but not required before the first payment date.
Item 8	Erosion control	Timing
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p> <p>The following erosion control measure will be implemented during primary weed control work in MZ10 and MZ11:</p> <ul style="list-style-type: none"> <li>• African Olive logs and branches will be strategically placed across steep slopes and gullies and fixed in place using wooden stakes.</li> <li>• African Olive branches to be used are to be generally free from seed propagules.</li> </ul>	Commencing from first payment date.



Item 9	Retention of rocks	Timing
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	This item is not applicable.	



## Section 2: Additional management actions

Additional management actions		
Item 10	Control of feral and overabundant native herbivores	Timing
10.1	<p>The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Director General under item 10.2 below) (<b>'the feral and overabundant native herbivores management plan'</b>). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Ongoing from first payment date.
10.2	<p>The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Director General will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required.</p> <p>At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> <li>• a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level of effort required by those actions, and,</li> <li>• an implementation guide that provides information to assist in the effective implementation of the revised plan.</li> </ul> <p>The revised plan, statement and implementation guide must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The revised plan must cover the matters outlined</p>	Ongoing from first payment date.



	<p>below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> <li>• a description of the feral or overabundant native herbivore/s</li> <li>• consideration of relevant current OEH and other pest management programs and methods</li> <li>• the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management</li> <li>• the frequency and timing of the control actions in each management zone</li> <li>• methods for monitoring the success of the pest control actions</li> <li>• a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect biodiversity values on the biobank site</li> <li>• additional control actions to destroy or remove any new feral and overabundant native herbivore pest species that occur on site</li> <li>• measures for assessing and reporting monitoring results</li> <li>• a diary for recording actions taken in accordance with the feral and overabundant native herbivores management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.</li> </ul>	
<b>Item 11</b>	<b>Vertebrate pest management – foxes and cats</b>	<b>Timing</b>
11.1	<p>The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Director General under item 11.2 below) (<b>‘the vertebrate pest management plan’</b>). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
11.2	<p>The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the review commencement must be provided to the Director General in writing within 14 days of the commencement. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General will notify the landowner in writing that an update of the plan is required.</p> <p>At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> <li>• a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level</li> </ul>	Ongoing from first payment date.



	<p>of effort required by those actions, and,</p> <ul style="list-style-type: none"> <li>an implementation guide that provides information to assist in the effective implementation of the revised plan.</li> </ul> <p>The revised plan, statement and implementation guide must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> <li>a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats</li> <li>consideration of relevant current OEH and other pest management programs</li> <li>the method/s of vertebrate pest control in each management zone determined in accordance with best management practice</li> <li>the frequency and timing of vertebrate pest control actions in each management zone</li> <li>methods for monitoring the success of vertebrate pest control actions</li> <li>a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site</li> <li>additional vertebrate pest control actions to destroy or remove any new vertebrate pest species that occur on-site</li> <li>measures for assessing and reporting monitoring results</li> <li>a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary.</li> </ul>	
<b>Item 12</b>	<b>Nutrient control</b>	<b>Timing</b>
12.1	This item is not applicable	
<b>Item 13</b>	<b>Control of exotic fish species</b>	<b>Timing</b>
13.1	This item is not applicable	
<b>Item 14</b>	<b>Maintenance or reintroduction of natural flow regimes</b>	<b>Timing</b>
14.1	This item is not applicable	
14.2	This item is not applicable	



14.3	This item is not applicable	
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## Section 3: Standard management plans

### Weed management plan

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

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

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

### Weed types

Weed	Common name of target weed	Scientific name of target weed	Description of infestation (eg intensity (% cover) & location within zone)	Management zone/s
Woody weed	Green Cestrum	<i>Cestrum parqui</i>	Scattered individuals in disturbed riparian zone	MZ11
Woody weed	Honey Locust	<i>Gleditsia triacanthos</i>	Scattered individuals throughout site	ALL
Woody weed	Lantana	<i>Lantana camara</i>	Minor infestations in CSHW and CRFF, large infestation dominates MZ8	ALL
Woody weed	Large Leaved Privet	<i>Ligustrum lucidum</i>	Scattered individuals in highly disturbed areas of CSHW and CRFF	MZ5; MZ10; MZ11
Woody weed	Small Leaved Privet	<i>Ligustrum sinense</i>	Significant infestations in highly disturbed areas of CSHW and CRFF	MZ5; MZ10; MZ11
Woody weed	African Olive	<i>Olea europaea ssp.cuspidata</i>	Widespread across site, with significant infestations in highly disturbed areas of CSHW and CRFF	ALL
Woody weed	African Boxthorn	<i>Lycium ferocissimum</i>	Scattered individuals and minor infestations in most SHW zones	MZ2; MZ3; MZ4, MZ5
Succulent	Common Prickly Pear	<i>Opuntia stricta</i>	Scattered individuals throughout site	ALL
Succulent	Wandering Jew	<i>Tradescantia fluminensis</i>	Minor infestations in disturbed riparian zone	MZ12
Exotic vine	Madeira Vine	<i>Anredera cordifolia</i>	Large infestation near northern boundary of site	MZ10
Exotic vine	Moth Vine	<i>Araujia sericifera</i>	Scattered individuals throughout site	ALL
Exotic vine	Bridal Creeper	<i>Asparagus asparagoides</i>	Scattered individuals throughout site	ALL



Exotic vine	Honeysuckle	<i>Lonicera</i> sp	Minor infestations in disturbed riparian zone	MZ8
Exotic grass	Carpet Grass	<i>Axonopus fissifolius</i>	Minor infestation throughout site	ALL
Exotic grass	Chilean Quaking Grass	<i>Briza subaristata</i>	Minor infestations in areas of SHW, significant infestations in areas without canopy.	MZ1; MZ2; MZ3; MZ4; MZ5
Exotic grass	Ehrharta	<i>Ehrharta erecta</i>	Minor infestations throughout site	ALL
Exotic grass	African Love Grass	<i>Eragrostis curvula</i>	Minor infestations throughout site	ALL
Exotic grass	Common Paspalum	<i>Paspalum dilatatum</i>	Minor infestations throughout site, significant infestations in areas without canopy.	ALL
Exotic grass	Kikuyu	<i>Pennisetum clandestinum</i>	Minor infestations in more open parts of SHW	MZ1; MZ2; MZ4
Exotic grass	Pidgeon Grass	<i>Setaria gracilis</i>	Minor infestations in more open parts of SHW	MZ1; MZ2; MZ4

Exotic grass	Parramatta Grass	<i>Sporobolus africanus</i>	Scattered individuals in most SHW zones	MZ1; MZ2; MZ3; MZ4
Exotic grass	Squirrel Tail Fescue	<i>Vulpia myuros</i>	Minor infestations in parts of SHW without canopy	MZ1
Exotic forb	Pimpernel	<i>Anagallis arvensis</i>	Scattered individuals in more open parts of SHW	MZ1; MZ2; MZ4
Exotic forb	Climbing Asparagus	<i>Asparagus aethiopicus</i>	Minor infestations in more disturbed parts of site	MZ3; MZ5; MZ11
Exotic forb	Cobblers Peg	<i>Bidens</i> spp	Scattered individuals and minor infestations throughout site	ALL
Exotic forb	Fat Hen	<i>Chenopodium album</i>	Scattered individuals in SHW	MZ2
Exotic forb	Spear Thistle	<i>Cirsium vulgare</i>	Scattered individuals in SHW	MZ2; MZ3; MZ4
Exotic forb	Slender Celery	<i>Cyclospermum leptophyllum</i>	Scattered individuals in more open parts of SHW	MZ1; MZ2; MZ4
Exotic forb	Fleabane	<i>Conyza</i> sp.	Scattered individuals and minor infestations throughout site	ALL
Exotic forb	Gomphrena Weed	<i>Gomphrena celosioides</i>	Scattered individuals in SHW	MZ2
Exotic forb	Flatweed	<i>Hypochaeris</i> spp	Scattered individuals throughout site	ALL
Exotic forb	Slender Birds-foot Trefoil	<i>Lotus angustissimus</i>	Minor infestations in parts of SHW without canopy	MZ1
Exotic forb	Medics	<i>Medicago</i> spp	Scattered individuals in SHW	MZ2
Exotic forb	Brazilian Whitlow	<i>Paronychia brasiliensis</i>	Scattered individuals throughout site	ALL
Exotic forb	Lamb's Tongue	<i>Plantago lanceolata</i>	Scattered individuals and minor infestations throughout site	ALL
Exotic forb	Mexican Clover	<i>Richardia brasiliensis</i>	Scattered individuals throughout site	ALL



# Biodiversity Banking and Offsets Scheme

Biobanking agreement

ID number 81

Exotic forb	Fireweed	<i>Senecio madagascariensis</i>	Scattered individuals throughout site	All
Exotic forb	Paddy Lucerne	<i>Sida rhombifolia</i>	Scattered individuals throughout site	ALL
Exotic forb	Black Nightshade	<i>Solanum nigrum</i>	Scattered individuals throughout site	ALL
Exotic forb	Sowthistle	<i>Sonchus</i> spp	Scattered individuals throughout site	ALL
Exotic forb	Stinking Roger	<i>Tagetes minuta</i>	Scattered individuals in SHW	MZ2
Exotic forb	Clover	<i>Trifolium</i> spp	Scattered individuals and minor infestations in more open parts of SHW	MZ1; MZ2; MZ4
Exotic forb	Purpletop	<i>Verbena</i> spp	Scattered individuals throughout site	ALL



<b>Methods of weed control</b>			
<b>Management zone/s</b>	<b>Weed/s</b>	<b>Method of weed control</b>	<b>Timing</b> (Year from first payment date)
All	All	All weed control activities will be undertaken by, or under the direct supervision of, an appropriately qualified bush regenerator	Ongoing, from the first payment date.
MZ1; MZ9	All	<p><u>Performance measures</u></p> <p>1. Weed control work within these management zones will aim to achieve the following outcomes:</p> <p>(a) No mature exotic vines, succulents or woody weeds present, and the density of other weeds reduced to &lt;30% foliage cover</p> <p>(b) No mature exotic vines, succulents or woody weeds present, and the density of other weeds reduced to &lt;10% foliage cover</p> <p><u>Methods</u></p> <p>2. Weed control work within these management zones will involve the following:</p> <ul style="list-style-type: none"> <li>The targeted treatment of all exotic vines, succulents and woody weeds using cut/paint, scrape/paint, hand-weeding and spot-spraying techniques as appropriate</li> <li>Slashing, spot spraying and/or hand weeding of other weeds at least three times p.a. to reduce weed biomass and assist the establishment and spread of native species.</li> </ul> <p><u>Effort</u></p> <p>3. The level of effort applied to weed control work within these management zones will involve the following:</p> <p>(a) A minimum of 187.5 hours of weed control work will be undertaken</p> <p>(b) A minimum of 70 hours of weed control work will be undertaken</p> <p>(c) A minimum of 30 hours of weed control work will be undertaken</p>	<p>1(a) By the end of Year 5</p> <p>1(b) Ongoing from the start of Year 11</p> <p>2. Ongoing, from the start of Year 1</p> <p>3(a) Annually from the start of Year 1 to the end of Year 10</p> <p>3(b) Annually from the start of Year 11 to the end of Year 19</p> <p>3(c) Ongoing annually from the start of Year 20</p>
MZ2; MZ7	All	<p><u>Performance measures</u></p> <p>1. Weed control work within these management zones will aim to achieve the following outcomes:</p> <ul style="list-style-type: none"> <li>No mature exotic vines, succulents or woody weeds present, and</li> <li>The density of other weeds maintained at &lt;10% foliage cover</li> </ul> <p><u>Methods</u></p> <p>2. Weed control work within these management zones will involve the following:</p> <p>(a) Staged primary treatment of woody weeds, succulents and exotic vines in approximately 50% of the combined area of the management zones p.a. using cut/paint, scrape/paint, drill/poison, hand-weeding and spot-spraying techniques as appropriate.</p> <p>(b) Undertake slashing, spot spraying and/or hand weeding at least three times p.a. in all areas previously worked to prevent the establishment and spread of weeds</p> <p><u>Effort</u></p> <p>3. The level of effort applied to weed control work within these</p>	<p>1. Ongoing from the start of Year 6</p> <p>2(a) From the start of Year 1 to the end of Year 2</p> <p>2(b) Ongoing from the start of Year 1.</p> <p>3(a) Annually from the start of Year 1 to the end of Year 2</p>



		<p>management zones will involve the following:</p> <p>(a) A minimum of 600 hours of weed control work will be undertaken</p> <p>(b) A minimum of 187.5 hours of weed control work will be undertaken</p> <p>(c) A minimum of 160 hours of weed control work will be undertaken</p>	<p>3(b) Annually from the start of Year 3 to the end of Year 19</p> <p>3(c) Ongoing annually from the start of Year 20</p>
MZ3	All	<p><u>Performance measures</u></p> <p>1. Weed control work within this management zone will aim to achieve the following outcomes:</p> <ul style="list-style-type: none"> <li>No mature exotic vines, succulents or woody weeds present, and</li> <li>Density of other weeds maintained at &lt;10% foliage cover</li> </ul> <p><u>Methods</u></p> <p>2. Weed control work within this management zone will involve the following:</p> <p>(a) Staged primary treatment of approximately 50% of the management zone p.a. Use drill/poison or basal bark spray methods on very large woody weeds (&gt;300 mm DBH), use cut /poison method on smaller individuals. Use a combination of slashing, spot spraying and hand weeding on other weeds as appropriate</p> <p>(b) Undertake slashing, spot spraying and/or hand weeding at least three times p.a. in all areas previously worked to prevent the establishment and spread of weeds.</p> <p><u>Effort</u></p> <p>3. The level of effort applied to weed control work within this management zone will involve the following:</p> <p>(a) A minimum of 412.5 hours of weed control work will be undertaken</p> <p>(b) A minimum of 150 hours of weed control work will be undertaken</p> <p>(c) A minimum of 120 hours of weed control work will be undertaken</p> <p>(d) A minimum of 90 hours of weed control work will be undertaken</p> <p>(e) A minimum of 60 hours of weed control work will be undertaken</p>	<p>1. Ongoing from the start of Year 3</p> <p>2(a) Annually from the start of Year 1 to the end of Year 2</p> <p>2(b) Ongoing from the start of Year 1</p> <p>3(a) Annually from the start of Year 1 to the end of Year 2</p> <p>3(b) Annually from the start of Year 3 to the end of Year 4</p> <p>3(c) Annually from the start of Year 5 to the end of Year 7</p> <p>3(d) Annually from the start of Year 8 to the end of Year 19</p> <p>3(e) Ongoing annually from the start of Year 20</p>
MZ5; MZ6; MZ8; MZ10; MZ11	All	<p><u>Performance measures</u></p> <p>1. Weed control work within these management zones will aim to achieve the following outcomes:</p> <ul style="list-style-type: none"> <li>No mature exotic vines or succulents present</li> <li>Primary treatment of woody weeds completed in 40% of the combined area of the management zones</li> <li>Weed density maintained at &lt;10% foliage cover in areas where primary treatment has occurred</li> <li>No mature woody weeds present in areas where primary treatment has occurred</li> </ul> <p>2. Weed control work within these management zones will aim to achieve the following outcomes:</p> <ul style="list-style-type: none"> <li>No mature exotic vines, succulents or woody weeds present</li> <li>Weed density maintained at &lt;10% foliage cover</li> </ul>	<p>1. By the end of Year 5</p> <p>2. Ongoing from the start of Year 11</p> <p>3(a) From the start of Year 1 to the end of Year</p>



		<p><u>Methods</u></p> <p>3. Weed control work within this management zone will involve the following:</p> <p>(a) Staged primary treatment of woody weeds in approximately 20% of the combined area of the management zones every two years using the following techniques:</p> <ul style="list-style-type: none"> <li>In accessible, less sensitive parts of MZ6, MZ10 and MZ12, (i.e. low gradient slopes, &gt;2m from remnant trees, &gt;25 m from river bank), mechanically clear woody weeds using a barrel mulcher. Manually re-cut and poison woody weed stumps immediately after mulching.</li> <li>In the non-accessible or more sensitive parts of MZ6, MZ10 and MZ12, and in all parts of MZ5 and MZ8, use a combination of cut/paint, drill/poison, basal bark spray, scrape/paint, hand-weeding and/or spot-spraying techniques as appropriate.</li> </ul> <p>(b) Targeted treatment of succulents and exotic vines across all management zones</p> <p>(c) Slashing, spot spraying and/or hand weeding at least four times p.a. in all areas previously worked to prevent the establishment and spread of weeds.</p> <p><u>Effort</u></p> <p>4. The level of effort applied to weed control work within these management zones will involve the following:</p> <p>(a) Mechanical clearance of approximately 1.2ha of woody weed using a barrel mulcher</p> <p>(b) A minimum of 324 hours of weed control work will be undertaken</p> <p>(c) A minimum of 574 hours of weed control work will be undertaken</p> <p>(d) A minimum of 774 hours of weed control work will be undertaken</p> <p>(e) A minimum of 834 hours of weed control work will be undertaken</p> <p>(f) A minimum of 909 hours of weed control work will be undertaken</p> <p>(g) A minimum of 422.5 hours of weed control work will be undertaken</p> <p>(h) A minimum of 180 hours of weed control work will be undertaken</p>	<p>10</p> <p>3(b) Ongoing from the start of Year 1.</p> <p>3(c) Ongoing from the start of Year 1.</p> <p>4(a) Every two years from the start of Year 1 to the end of Year 9</p> <p>4(b) Annually from the start of Year 1 to the end of Year 2</p> <p>4(c) Annually from the start of Year 3 to the end of Year 4</p> <p>4(d) Annually from the start of Year 5 to the end of Year 6</p> <p>4(e) Annually from the start of Year 7 to the end of Year 9</p> <p>4(f) In Year 10</p> <p>4(g) Annually from the start of Year 11 to the end of Year 19</p> <p>4(h) Ongoing annually from the start of Year 20</p>
MZ4	All	<p><u>Performance measures</u></p> <p>1. Weed control work within this management zone will aim to achieve the following outcomes:</p> <p>(a) No mature exotic vines, succulents or woody weeds present, and the density of other weeds reduced to &lt;30% foliage cover</p> <p>(b) No mature exotic vines, succulents or woody weeds present, and the density of other weeds reduced to &lt;20% foliage cover</p> <p><u>Methods</u></p> <p>2. Weed control work within these management zones will involve the following:</p> <ul style="list-style-type: none"> <li>The targeted treatment of all exotic vines, succulents and woody weeds</li> <li>Slashing, spot spraying and/or hand weeding of other weeds at least three times p.a. to reduce weed biomass and assist the establishment and spread of native species.</li> </ul> <p><u>Effort</u></p>	<p>1(a) By the end of Year 5</p> <p>1(b) Ongoing from the start of Year 11</p> <p>2. Ongoing, from the start of Year 1</p> <p>3(a) Annually from the start of Year 1 to the</p>



	<p>3. The level of effort applied to weed control work within these management zones will involve the following:</p> <p>(a) A minimum of 60 hours of weed control work will be undertaken</p> <p>(b) A minimum of 40 hours of weed control work will be undertaken</p> <p>(c) A minimum of 30 hours of weed control work will be undertaken</p> <p>(d) A minimum of 20 hours of weed control work will be undertaken</p>	<p>end of Year 5</p> <p>3(b) Annually from the start of Year 6 to the end of Year 10</p> <p>3(c) Annually from the start of Year 11 to the end of Year 19</p> <p>3(d) Ongoing annually from the start of Year 20</p>	
<b>Native planting required to provide habitat for native species affected by weed control activities</b>			
<b>Management zone/s</b>	<b>Description of planting required</b> (reference planting schedule at item 6.6)	<b>Timing</b>	
	N/A		
<b>Monitoring and inspections of existing and new weeds</b>			
<b>Management zone/s</b>	<b>Weed/s</b>	<b>Method of monitoring</b>	<b>Timing</b> (Year from first payment date)
All	All	<p>Monitoring of the weed control activities must be undertaken by a suitably qualified bush regenerator or ecologist.</p> <p>Monitoring outcomes will be reported using the 'Template for reporting of monitoring activities' below.</p>	Annually, at the completion of each year from the first payment date.
All	All	<p><u>Formal monitoring and reporting of groundcover weed density</u></p> <p>At the completion of each 12 month period, the percentage foliage cover of groundcover weeds in each management zone will be measured. The purpose of this is to measure progress against the performance measures identified for each management zone.</p> <p>The percentage foliage cover of groundcover weeds will be assessed by establishing a 50 m transect through the most weed affected part of a management zone where work has previously been undertaken.</p> <p>At 50 cm intervals along the transect (100 points in total) place a one metre long thin stick on the ground (upright) and record whether weed species or native species (or both) are in contact with the stick. At each point, score 1 if weed species only are in contact with the stick, score 0.5 if both native and weed species are in contact with the stick, and score 0 if there are no weed species in contact with the stick. The percentage foliage cover is the sum of these values.</p> <p>For the purposes of this monitoring, all non-native species and native species that are outside of their natural range are counted as groundcover weeds if they are less than 1 m in height.</p> <p>The results of this formal monitoring will be reported annually.</p>	Annually, at the completion of each year from the first payment date.



		<p><u>Visual inspections and reporting of completed works</u></p> <p>A visual inspection of all management zones must be also be undertaken annually, at the completion of each year from the first payment date.</p> <p>For each management zone, the following information will be reported:</p> <ul style="list-style-type: none"> <li>• A summary of weed control activities works undertaken for the previous 12 months in the zone and a review of the success of these.</li> <li>• A description of the current condition of the zone, including reference to the presence/absence of canopy, shrub and/or ground-layer regeneration and any evidence of dieback, erosion etc. The presence of any threatened flora populations will also be noted.</li> <li>• Before and after photographs of areas where substantial weed control works have been undertaken (eg the primary removal of woody weed) until end of Year 10. This could include photos (as required in Annexure D to this agreement) taken from the permanent photo points that have been established in each management zone and marked with a star-picket and identified in Annexure A on the Location of plots, transects and photo points map (24/02/2012).</li> <li>• Descriptions of the type and locations of any significant new or remaining weed infestations. If no weed infestations are present in a zone, this should also be documented.</li> <li>• Recommendations, if warranted, of any adaptations to the weed control techniques previously applied.</li> </ul>	
<p><b>Other weed management activities (where required)</b></p> <ul style="list-style-type: none"> <li>• Until end of Year 10, pile woody debris for burning as per Rural Fire Service standards</li> </ul>			

### Template for reporting of monitoring activities

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



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**Diary template for weed control management**

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



## Fire for conservation management plan

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

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

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

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

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

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s
	No known fires.	All

### Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
<b>Cumberland Shale Plains Woodland</b>  HN528: Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 5 years.  Avoid fire exclusion greater than 12 years.	Preferably August to January.	Variable	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred
<b>Cumberland River Flat</b>	Avoid fires at intervals less	Preferably August to	Variable	Adjust frequency to ensure minimal interval is maintained if a wildfire or



<b>Forest</b>  HN526: Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	than 7 years.  Avoid fire exclusion greater than 35 years.	January.		hazard reduction burn has occurred
<b>Ecological burning actions</b>				
Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
All of the following: MZ1, MZ6, MZ10, MZ11	<u>Revegetation Areas</u>  1.1 The identified management zones are to be protected from wildfires and planned fires as far as possible until the end of Year 12 in order to assist the revegetation of these zones.  From the beginning of Year 13 onwards, wildfires and planned fires may be permitted to burn within these zones.	Ecological burns (including preparation of burn area, undertake burn and extinguish) to be done under advice and/or direction of Rural Fire Service or National Parks and Wildlife Service. Any approvals to be in place prior to undertaking ecological burn. Extinguishing techniques as applicable which may include containment lines comprising of existing management trails, trittered control lines, back burn areas or wet lines.		
All of the following:  MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ9, MZ10	<u>Cumberland Shale Hills Woodland</u>  2.1 At least three planned fires must be undertaken in the combined area of the identified management zones (excluding the revegetation areas at MZ1, MZ6 & MZ10) by the end of Year 12, unless there is a	As above.	Preferably July to November	At least a portion of the identified zones is to be burnt every 6 years.



	<p>wildfire during this period.</p> <p>2.2 From the beginning of Year 13 onwards, no more than 20% of the combined area of the identified zones is to be unburnt for more than 12 years.</p> <p>Any single planned fire is not to burn more than 50% of the combined area of the identified zones.</p> <p>When containment lines are required for a planned fire, they must be constructed, to the greatest extent possible, without disturbance to the soil surface (ie; by avoiding scraping to mineral earth).</p>			<p>If a wildfire or planned burn occurs, any subsequent planned fire may only be undertaken in that area after 5 years from the date of the preceding fire.</p>
<p>All of the following:</p> <p>MZ7; MZ8, MZ11</p>	<p><u>Cumberland River Flat Forest</u></p> <p>3.1 At least one planned fire must be undertaken in the combined area of the identified zones by the end of Year 20, unless there is a wildfire during this period.</p> <p>3.2 From the beginning of Year 21 onwards, no more than 20% of the combined area of the identified zones is to be unburnt for more than 35 years.</p> <p>Any single planned fire is not to burn more than 50% of the combined area of the identified zones.</p> <p>When containment lines are required for a planned fire, they must be constructed, to the greatest extent possible, without disturbance to the soil surface (ie; by avoiding scraping to mineral earth).</p>	As above.	Preferably July to November	<p>At least a portion of the identified zones is to be burnt every 15 years.</p> <p>If a wildfire occurs, any subsequent planned fire may only be undertaken in that area after 7 years from the date of the preceding fire.</p>
<b>Methods for monitoring the outcomes of ecological burns</b>				
<b>Management zone/s</b>	<b>Method of monitoring</b>			<b>Date/s required</b>
All	Visual monitoring of all zones is required to be undertaken by a			At the time of the



	<p>suitably qualified ecologist. The monitoring is to provide:</p> <ul style="list-style-type: none"> <li>• a general description of the vegetation structure and species composition within each zone (or group of zones),</li> <li>• an interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone, and</li> <li>• a recommendation on the timing and location for future planned fires within the zone.</li> </ul> <p>The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'.</p>	<p>review of this plan, as required pursuant to item 3.2 of this Annexure</p>
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### Other fire management activities (where required)

- Construction and/or maintenance of fire containment lines in all management zones to enable the safe and effective burning of fire compartments in accordance with the fire management plan.
- Targeted surveys for threatened flora and the Cumberland Land Snail will be conducted across each proposed burn compartment prior to burning. Surveys will be conducted during the appropriate season for detection of the species. Frequency of burns will take into consideration the recommended fire frequencies of any threatened species present. Areas containing the Cumberland Land Snail will be avoided when constructing fire containment lines.

### Template for reporting of monitoring activities

Management zone/s	Date	Observations and assessment of monitoring

### Diary template for fire management activities

Date	Management zone/s	Description of activity undertaken or observation made	Minor variations (details and reasons)






## Section 4: Additional management plans

### Management plan to control feral and overabundant native herbivores

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

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

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

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

#### Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Rabbits <i>Oryctolagus cuniculus</i>	Present in low numbers	All
B	Hares <i>Lepus europaeus</i>	Present in low numbers	All
C	Goats	No sightings, may be present occasionally	All
D	Deer	Observed on adjacent property, may be present occasionally	All

#### Methods considered

Feral type	Name and description of program or method	Describe suitability
Rabbits/ Hares	Pindone baiting	Pindone is an effective means of controlling rabbits but is not appropriate in areas accessed by macropods, stock animals, domestic pets or children. It may however be suitable in future years if used in accordance with regulatory requirements and with appropriate safeguards (eg. bait stations to exclude macropods).



Rabbits/ Hares	Fumigation and destruction of burrows	Fumigation of active burrows with phosphine tablets and then collapsing the burrows is an effective control method as rabbits do not readily dig new burrows. This action could be undertaken in conjunction with the removal of surface shelter (eg; weed thickets, rubbish) in areas where rabbits are active.
All	Temporary fencing	Temporary fencing (eg. plastic barrier mesh) could be used to protect revegetation areas if the proposed tree guards are determined to not be providing enough protection from herbivores. It may also be used to protect natural regeneration in areas that have been recently burnt.
All	Controlled shooting program	Shooting is suitable for multiple feral species. Shooting is species specific and considered humane.

### Methods of control

Management zone/s	Feral type	Method of control	Frequency and timing
All	Rabbits/ Hares	<u>Temporary fencing of re-vegetation areas</u> 1.1 Temporary fencing is to be installed around the planted vegetation if there is evidence of significant grazing pressure on the plantings in these zones. It may also be used elsewhere on the site if there is evidence of significant grazing pressure on natural regeneration in areas that have been recently burnt.	To be determined by a suitably qualified bush regenerator or ecologist, in consultation with the project manager or landowner.
All	All	<u>Fumigation and destruction of burrows</u> <u>Note:</u> The 'Monitoring and Inspections' section of this management plan requires that each year the number of active rabbit burrows on the site are to be qualitatively recorded as being either Negligible (N), Minimal (Min), Moderate (Mod) or High (H). 2.1 If the annual monitoring identifies that the number of active rabbit burrows on the site is either Moderate or High then the following actions are to be undertaken within 12 months of the next payment date: <ol style="list-style-type: none"> <li><u>Identification of priority areas for treatment</u>                A suitably qualified bush regenerator or ecologist is to identify priority areas for the treatment of burrows (that is, the fumigation and destruction of burrows) and/or for a shooting program. The priority areas are to be identified based on a consideration of the information obtained from the annual monitoring.</li> <li><u>Identification of the level of effort required</u>                A suitably qualified bush regenerator or ecologist is to identify the number of person days to be applied to the treatment of burrows</li> </ol>	To be determined by a suitably qualified bush regenerator or ecologist, in consultation with the project manager or landowner.



		<p>in the priority areas and/or for a shooting program.</p> <p>A 'person day' is equivalent to the effort of one person working for 8 hours.</p> <p>The number of person days applied within the 12 month period is to be adequate to address the threat to native vegetation and equal to or less than the 'surplus person days' available.</p> <p>The number of 'surplus person days' available is as identified in the annual monitoring (refer to the Monitoring and Inspections section).</p> <p>c. <u>Treatment of burrows</u></p> <p>Active rabbit burrows, as determined by fresh diggings or scats, are to be fumigated and destroyed within the priority areas identified in subclause a) above.</p> <p>The number of burrows treated is to be the number capable of being treated by the number of person days identified in subclause b) above.</p> <p>The person days of effort applied to the treatment of burrows may also be applied to the removal of surface rubbish that may provide shelter for rabbits within the priority areas identified in subclause a).</p>	
All	All	<p><u>Shooting program</u></p> <p>3.1 A shooting program may be implemented as an alternative to the fumigation and destruction of burrows if:</p> <ul style="list-style-type: none"> <li>d. goats or deer have been observed within the site, or</li> <li>e. a shooting program is demonstrated to be a more effective method of control.</li> </ul> <p>3.2 If a shooting program is to replace the fumigation and destruction of burrows in any given year, then the number of person days applied to the treatment of burrows is to be replaced with an equivalent number of person nights of shooting.</p>	To be determined by a suitably qualified bush regenerator or ecologist, in consultation with the project manager or landowner.
<b>Monitoring and inspections</b>			
Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	All	All monitoring is to be undertaken by suitably qualified bush regenerator or ecologist	Annually, at the completion of each year from the first payment date, or more often as required.



All	All	<p><u>1 Observations of active rabbit burrows</u></p> <p>A record is to be maintained and updated regularly on any active rabbit burrows on the site. An 'active rabbit burrow' is as determined by fresh diggings or scats adjacent to a burrow.</p> <p>The record is to qualitatively identify the number of active rabbit burrows within each management zone as being either Negligible (N), Minimal (Min), Moderate (Mod) or High (H).</p> <p>The monitoring must involve consultation with the bush regeneration team working at the site to document any active rabbit burrows that they may have seen.</p>	Annually, at the completion of each year from the first payment date, or more often as required
All	All	<p><u>2 Observations of feral pests</u></p> <p>A record is to be maintained and updated regularly on any traces or sightings of feral pests on the site. The record is to identify the species observed and a qualitative indication of the number of occurrences of the species as being either Negligible (N), Minimal (Min), Moderate (Mod) or High (H).</p> <p>The monitoring must involve consultation with the bush regeneration team working at the site to document any observations of vertebrate pests that they may have seen.</p>	Annually, at the completion of each year from the first payment date, or more often as required
		<p><u>3 Reporting on number of active rabbit burrows treated</u></p> <p>Reporting will be provided on the number of active burrows treated since:</p> <ol style="list-style-type: none"> <li>the date of the last reporting, and</li> <li>the first payment date as a cumulative total.</li> </ol>	Annually, at the completion of each year from the first payment date, or more often as required
		<p><u>4 Reporting on number of person days applied to the treatment of burrows</u></p> <p>Reporting will be provided on the number of person days applied to the treatment of burrows, and/or the number of person nights applied to shooting programs, since:</p> <ol style="list-style-type: none"> <li>the date of the last reporting, and</li> <li>the first payment date as a cumulative total.</li> </ol>	Annually, at the completion of each year from the first payment date, or more often as required
		<p><u>5 Reporting on the number of surplus person days available for future treatment of burrows</u></p> <p>Reporting is required to be provided on the number of surplus person days available for the future treatment of burrows. This number of 'surplus person days' is determined by the following formula:</p> <p>(Number of 'surplus person days') =</p> <p>[(2 person days per year) x (number of payment dates that have occurred)] – [number of person days applied to the treatment of burrows since the first payment date]</p>	Annually, at the completion of each year from the first payment date, or more often as required



**Other management activities (where required)****Template for reporting of monitoring activities**

<b>Management zone/s</b>	<b>Date</b>	<b>Observations of feral herbivores</b> (see Monitoring (point 1)) This column must include details of the feral herbivores observed and a qualitative indication of the number of occurrences of the species as being either negligible (N), minimal (Min), moderate (Mod) or high (H).	<b>Estimate of number of active rabbit burrows</b> (see Monitoring (point 2))	<b>Priority for treatment</b> (see Monitoring (point 3)) Priorities are to be either numbered from 1 upwards with management zone 1 being the highest priority, or identified as being not applicable (N/A).	<b>Observations and assessment of monitoring</b>

**Diary template for feral and overabundant herbivore management****Management zones**

<b>Date of activity</b>	<b>Mgmt zone/s</b>	<b>Number of active burrows treated since last report</b> (see Monitoring (point 4))	<b>Number of active burrows treated since date of first payment (cumulative total)</b> (see Monitoring (point 4))	<b>Description and type of any other control methods applied</b> (Type of control technique applied eg; shooting program; level of effort (eg; no. of hours) and result (no. of feral pests	<b>Minor variations</b> (details and reasons)



				destroyed).	

### Summary report of management actions for entire site

<b>Date of report</b>	<b>Number of active burrows treated on entire site since last report</b> (ie; sum of column above)	<b>Number of active burrows treated on entire site since date of first payment (cumulative total)</b> (ie; sum of column above)	<b>Number of person days applied to the treatment of burrows since last report</b> (see Monitoring (point 5))	<b>Number of person days applied to the treatment of burrows since the date of first payment (cumulative total)</b> (see Monitoring (point 5))	<b>Number of surplus person days available for future treatment of burrows</b> (see Monitoring (point 6))



## Vertebrate pest management plan

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

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

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

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

### Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
A	Fox	Likely to be present	All
B	Cat	Possibly present infrequently	All

### Methods considered

Pest type	Name and description of program or method	Describe suitability
Fox / cats	1080 bait	Baiting is not considered to be effective for this site as it needs to be undertaken across properties at the landscape scale to be effective. Baiting also has the potential to impact on non-targeted species such as native carnivores, domestic dogs and cats.
Fox / cats	Leg hold trapping	Leg hold trapping is a suitable method for catching foxes, cats and wild dogs. It is, however, time consuming and therefore costly.
Fox / cats	Den fumigation	No obvious fox dens were identified within the site however could be undertaken if required in accordance with the 'Management plan to control feral and overabundant native herbivores'.
Fox / cats	Shooting	Shooting has benefits of being suitable for multiple feral species, is species specific and considered humane. A multi species approach is likely to be the most cost effective means to control feral animals at the site. Indiscriminate culling of widespread feral species within the site



		is likely to have only a short term effect in reducing impacts. This is particularly the case as these pest species are wide ranging and require coordinated management across land tenure.	
<b>Methods of control</b>			
<b>Management zone/s</b>	<b>Pest type</b>	<b>Method of control</b>	<b>Frequency and timing</b>
All	All	Any shooting program required to be undertaken for the purposes of the 'Management plan to control feral and overabundant native herbivores' must also target any foxes, cats or other vertebrate pests sighted during the shooting program.  All appropriate licences and permits are to be obtained by the person responsible for the shooting program.	As determined by the 'Management plan to control feral and overabundant native herbivores'.
<b>Monitoring and inspections of existing and new vertebrate pests</b>			
<b>Management zone/s</b>	<b>Pest type/s</b>	<b>Method of monitoring</b>	<b>Date/s required</b>
All	All	Monitoring must be undertaken in accordance with Monitoring (point 1) - 'Monitoring of Feral Pests' of the 'Management plan to control feral and overabundant native herbivores'.	Annually, at the completion of each year from the first payment date, or more often as required
<b>Other management activities (where required)</b>			
None required.			

<b>Template for reporting of monitoring activities</b>			
<b>Management zone/s</b>	<b>Date</b>	<b>Observations of feral pests</b> (see Monitoring (point 1) - 'Monitoring of Feral Pests' of the 'Management plan to control feral and overabundant native herbivores').  This column must include details of the feral pests observed and a qualitative indication of the number of occurrences of the species as being either negligible (N), minimal (Min), moderate (Mod) or high (H).	<b>Observations and assessment of monitoring</b>




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



## Annexure D: Monitoring, reporting and record keeping requirements

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

### 1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of plots and photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on the map entitled Location of plots, transects and photo-points 24/02/2012 in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: GDA 94 Zone 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
MD_01	287052	6232494	110
MD_02	287074	6232866	50
MD_03	287431	6232485	184
MD_04	287164	6232396	210
MD_05	286970	6232965	45
MD_06	287376	6232554	200
MD_07	287103	6232795	160
MD_08	286962	6232431	60
MD_09	287039	6232671	205
MD_10	287522	6232444	40

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



commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	B. Interval
The percentage of ground cover present on the biobank site for the purposes of item 1.1 of Section 1 of Annexure C.	Every 12 months
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 6 months
Physical condition of fencing and gates to determine whether they are maintained to a standard that can: <ul style="list-style-type: none"> <li>control the movement of stock if required under item 1 in Section 1 of Annexure C</li> <li>control human disturbance if required under item 4 in Section 1 of Annexure C</li> <li>control the movement of feral and overabundant native herbivores if required under item 10 of Section 2</li> <li>control vertebrate pests if required under item 11 of Section 2</li> </ul>	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

## 2 Reporting requirements – annual report

- 2.1 The landowner must complete and submit to the Director General for approval an annual report using the annual reporting template provided in this Annexure or, if the Director General has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Director General from time to time and supplied to the landowner.
- 2.2 An annual report must be prepared for each reporting period. A reporting period means:
- 2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months
  - 2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.

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



- 2.3 The annual report for the report period must be supplied to the Director General by registered post not later than 30 days after the end of each reporting period.
- 2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.
- 2.5 The annual report must:
  - 2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C
  - 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
  - 2.5.3 include the photographs taken at the photo points listed in Annexure D
  - 2.5.4 include any other information required in the annual reporting template.



Annual reporting template

Biobank site annual report						
Location details						
Biobanking agreement ID:		Name of landowner/s: Trustees of the Sisters of the Good Samaritan				
Reporting date:		Property address: 229 Macquarie Grove Road, Cobbitty, NSW, 2570				
Records of management actions undertaken						
Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including where undertaken (including reference to management zones), any variations and the reasons for variation)	Visual observations and other comments (including reasons for non completion)	
1 Management of grazing for conservation						
2 Weed control						
3 Management of fire for conservation						
4 Management of human disturbance						
5 Retention of native vegetation						
6 Planting or seeding						
7 Retention of dead timber						



# Biodiversity Banking and Offsets Scheme

ID number 81

Biobanking agreement

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



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



### **3 Record keeping requirements**

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

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

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

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

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

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

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



## **Annexure E: Payment schedule**

### **Note:**

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

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

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case do not indicate an ABN in item 4 below.

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

### **1 Agreement to issue recipient created tax invoices**

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Registered Business Number 062 542 036).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for the supplies.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

### **2 Payment timing and amount**

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



2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.

2.4 Each amount is listed in the present value and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

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

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

Where:

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

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

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

**C** is the CPI for the June Quarter 2008

2.5 Payment schedules

Payment schedule	
Payment timing	Amount
At the beginning of the first year	\$ 131,453
At the beginning of the second year	\$ 106,860
At the beginning of the third year	\$ 94,408
At the beginning of the fourth year	\$ 79,897
At the beginning of the fifth year	\$ 108,181
At the beginning of the sixth year	\$ 88,109
At the beginning of the seventh year	\$ 101,416
At the beginning of the eighth year	\$ 87,113
At the beginning of the ninth year	\$ 99,458
At the beginning of the tenth year	\$ 103,511
At the beginning of the eleventh year	\$ 53,801
At the beginning of the twelfth year	\$ 51,460



At the beginning of the thirteenth year	\$ 51,460
At the beginning of the fourteenth year	\$ 53,354
At the beginning of the fifteenth year	\$ 60,282
At the beginning of the sixteenth year	\$ 51,460
At the beginning of the seventeenth year	\$ 51,460
At the beginning of the eighteenth year	\$ 53,354
At the beginning of the nineteenth year	\$ 51,460
At the beginning of the twentieth year	\$ 41,939
At the beginning of each following year	Amount equal to the sum of the in perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In perpetuity management costs (on and from the twenty-first year)		
Description of ongoing management action	Frequency	Amount (\$)
Ongoing manual weed control	Every year	\$ 20,925
Maintain gates (and replace 5 gates every 20 years)	Every year	\$ 101
Maintain fencing	Every year	\$ 1,360
Maintain starpickets at 10m intervals	Every year	\$ 36
Fire control lines	The twenty second year and every fourth year thereafter	\$ 1,320
Pre-burn threatened species inspection	The twenty second year and every fourth year thereafter	\$420
Feral animal control	Every year	\$ 2,000
Maintain BioBanking signage	The twenty fifth year and every fifth year thereafter	\$ 180
Install and maintain interpretive signage	The twenty first year and every tenth year thereafter	\$ 2,128
<b>Other ongoing recurring costs</b>		
Annual project management	Every year	\$ 5,584
Update management plans	The twenty fifth year and every fifth year thereafter	\$ 7,840
Insurance premiums	Every year	\$ 100



### 3 Nominated bank account

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

### 4 Annual contribution

- 4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.
- 4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.
- 4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister may waive the annual contribution where:
  - 4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or
  - 4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.