

**BioBanking agreement  
ID number: 239**

**Under the  
Threatened Species Conservation Act 1995**

**for**

[Redacted]

**for**

[Redacted]

Document tendered by  
Mr Saul Deane  
Received by  
Tina Mrowka  
Date: 16 / 08 / 2019  
Resolved to publish ☒ Yes / No



**Office of  
Environment  
& Heritage**

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

**This agreement** made on the                      day of                      **between** the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* (**'the Minister'**, which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Campbelltown City Council ABN [REDACTED] (**'the landowner'**) of [REDACTED], [REDACTED], [REDACTED].

**Background**

- A The landowner is the owner of that parcel being [REDACTED], known as [REDACTED] (**'the land'**).
- B The biobank site that is the subject of this agreement forms part of the land and is shown on the biobank site boundary map. The biobank site covered by this agreement consists of approximately 40.23 hectares.
- C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.
- D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.
- E Not applicable.
- F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.
- G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.
- H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.
- I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.
- J The Minister has delegated the power to enter into this biobanking agreement to the Chief Executive of the Office of Environment and Heritage.

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

**Signed by**

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

\_\_\_\_\_

**Derek Rutherford**

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Date

\_\_\_\_\_

Witness name

\_\_\_\_\_

Witness address

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

\_\_\_\_\_

signature

\_\_\_\_\_

Date

\_\_\_\_\_

General Manager

\_\_\_\_\_

In the presence of

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Date

\_\_\_\_\_

Witness name

\_\_\_\_\_

Witness address

\_\_\_\_\_

Seal (if signing under seal):

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

**Map 1:** Biobank site boundary map (dated 21/03/2015)

**Map 2:** Plant community types and Endangered Ecological Communities map (dated 21/3/2015)

**Map 3:** [REDACTED] map (dated 21/3/2015)

**Map 4:** [REDACTED] map (dated 21/3/2015)

**Map 5:** Vegetation zones map (dated 21/3/2015)

**Map 6:** Property management actions map (dated 21/3/2015)

**Map 7:** Management zones map (dated 21/3/2015)

**Map 8:** Ecological burn unit map (dated 21/3/2015)

**Map 9:** Photo point map (dated 21/3/2015)

Map 1: Biobank site boundary map (dated 21/03/2015)



**Plant Community Types and EECs**

**Biobank Site**

**Legend**

- Biobank Site Boundary
- Biobank Site Corner Points

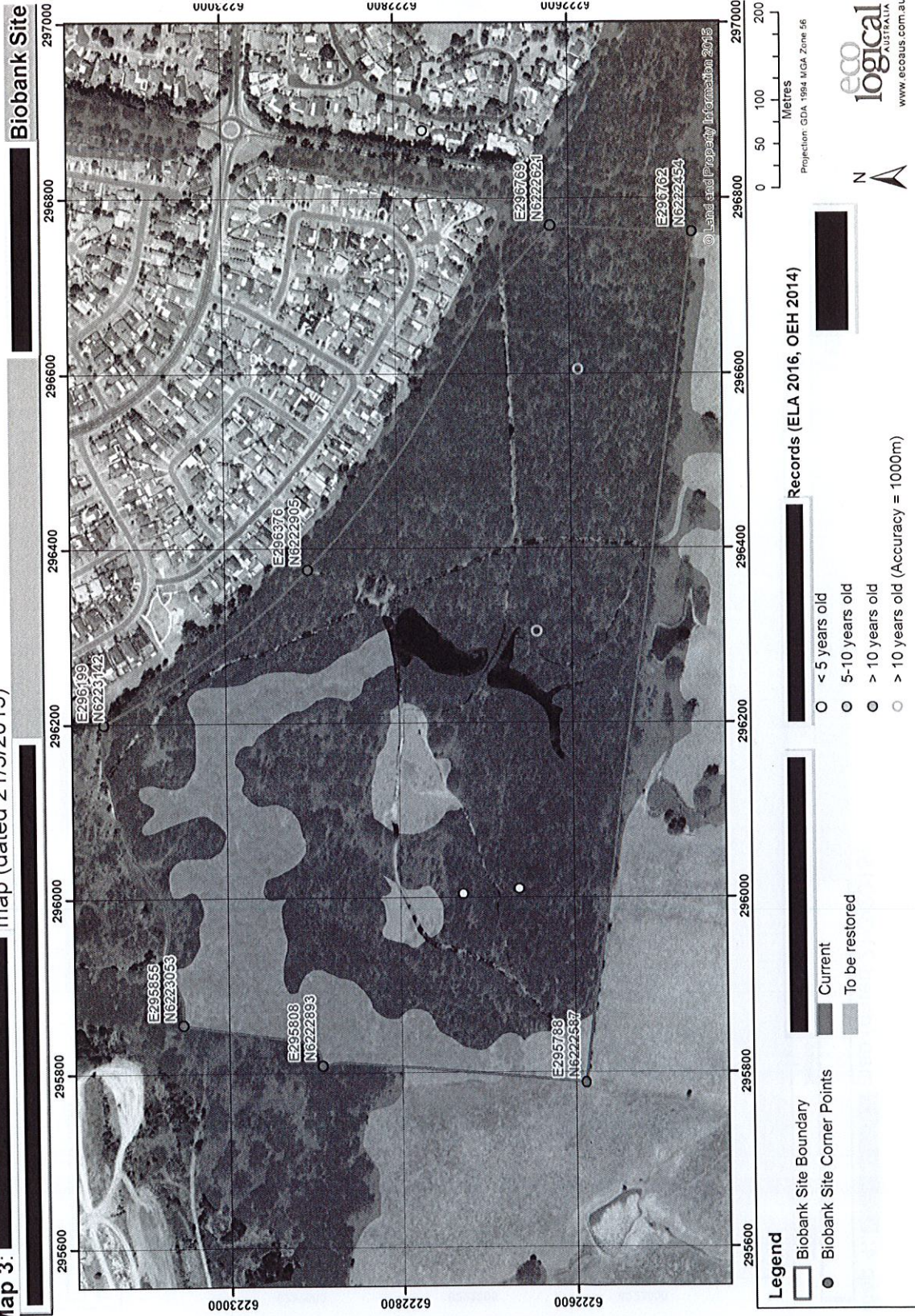
**Plant Community Types and EECs**

0 50 100 200 Metres

Projection: GDA 1994 MGA Zone 56

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Map 3: [redacted] map (dated 21/3/2015)



Map 4: [redacted] map (dated 21/3/2015)



Map 5: Vegetation zones map (dated 21/3/2015)



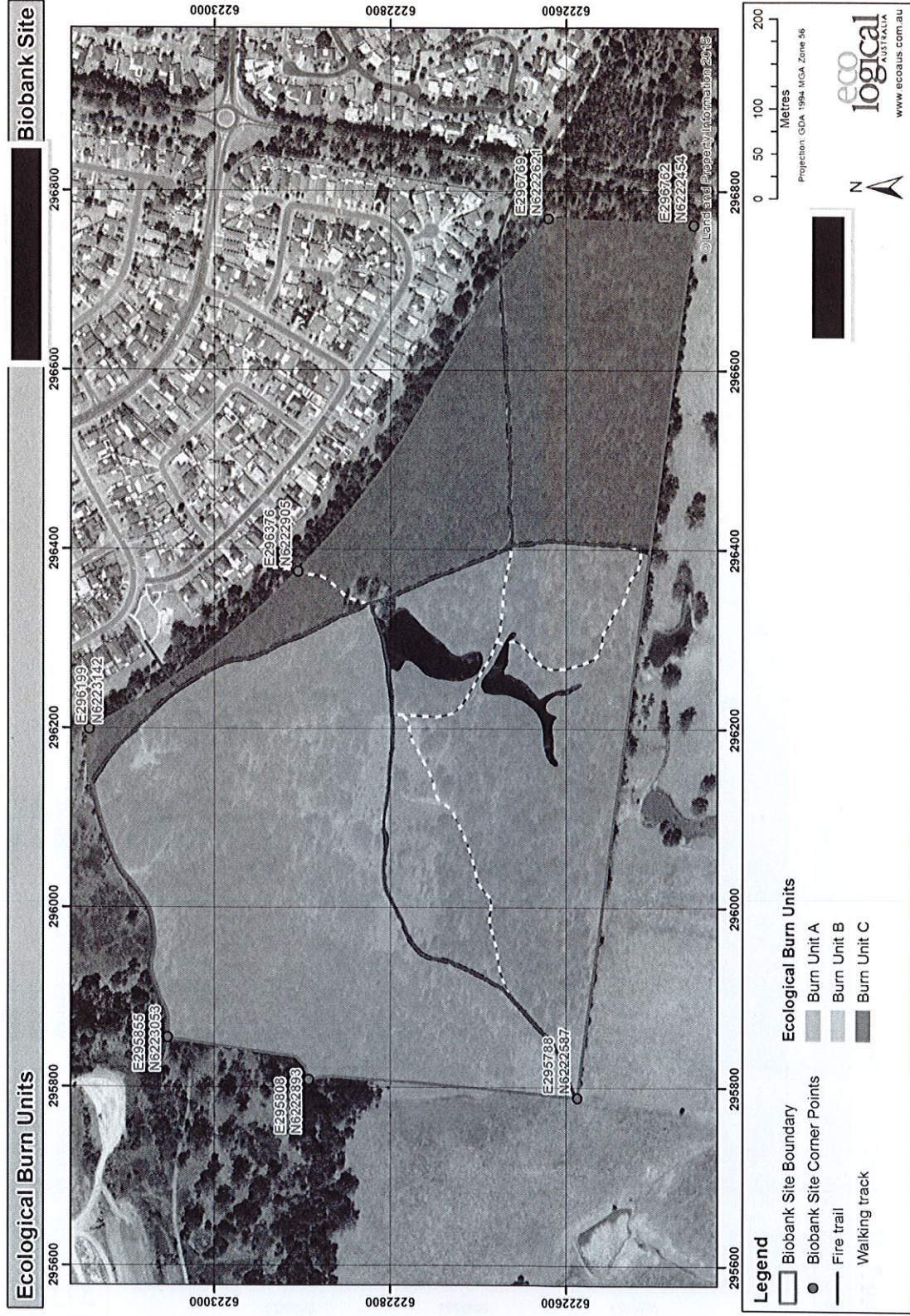
Map 6: Property management actions map (dated 21/3/2015)



Map 7: Management zones map (dated 21/3/2015)



Map 8: Ecological burn unit map (dated 21/3/2015)



Map 9: Photo point map (dated 21/3/2015)



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## Annexure B1: Biobanking Agreement Credit Report (prior to credit discounting)

Note: Annexure B1 provide the numbers of credits calculated for the Biobanking site. However, credits at this Biobanking site are being discounted due to Additionality. Annexure B2 described the number of credits being created for the site after discounting has been applied.

### BioBanking credit report



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

Date of report: 19/05/2017

Time: 2:12:57PM

Calculator version: v4.0

#### Biobank details

Proposal ID:

Proposal name:

Proposal address:

Proponent name:

Proponent address:

Proponent phone:

Assessor name:

Brian Towle

Assessor address:

6 Ross Street Camperdown NSW 2050

Assessor phone:

8536 8617

Assessor accreditation:

229

#### Additional information required for approval:

☐ Use of local benchmark

- ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion
- ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion
- ☐ Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion
- ☐ Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion
- ☐ Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion

☐ Expert report...

☐ Koala

Phascolarctos cinereus

☐ Request for additional gain in site value

### Species credits summary

Common name	Scientific name	Extent of impact Ha or individuals	Number of species credits created
Cumberland Plain Land Snail	Meridolum corneovirens	38.07	270
Koala	Phascolarctos cinereus	38.07	270

### Additional management actions

Additional management actions are required for:

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

Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey  
Gum open forest of the edges of the Cumberland Plain,  
Sydney Basin Bioregion

Slashing

## Annexure B2: Ecosystem and Species Credits being created by this agreement after additionality has been applied

### Ecosystem credits summary

Vegetation type	Area (ha)	Credits calculated	Credits created after application of additionality of 22.5%
Grey Box – Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion (HN528)	27.76	267	207
Grey Box – Forest Red Gum grassy woodland on shale of the Cumberland Plain, Sydney Basin Bioregion (HN529)	6.78	81	63
Narrow-leaved ironbark – Broad-leaved ironbark – Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin Bioregion	3.53	25	19
<b>Total</b>	<b>38.07</b>	<b>373</b>	<b>289</b>

### Species Credits summary

Common Name	Scientific name	Extent of impact Ha or individuals	Number of species credits calculated	Number of species credits created
Cumberland Plain Land Snail	Meridolum corneovirens	38.07	270	270
Koala*	Phascolarctos cinereus	38.07	270	250

\*Koala species credits are being discounted by 7.5%

## 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

At the beginning of the thirteenth year	
At the beginning of the fourteenth year	
At the beginning of the fifteenth year	
At the beginning of the sixteenth year	
At the beginning of the seventeenth year	
At the beginning of the eighteenth year	
At the beginning of the nineteenth year	
At the beginning of the twentieth year	
At the beginning of each following year	Amount equal to the sum of the in perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

**In perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)**

Description of ongoing management action	Frequency	Amount (\$)
Steel cable boundary fence maintenance (1,770m including existing northern and western boundary fence @ 1/10th /year replacement costs). Bollards will be replaced by steel cable boundary fence once/if road built.	Yearly	
Maintenance of existing stock fence (177m) along western boundary @ 1/10th replacement cost	Yearly	
Undertake threatened flora survey of Burn Unit, obtain approval and plan burn	The twenty fourth year and every twelve years	
Implementation of Ecological burns (RFS contribution cost)	The twenty fourth year and every twelve years	
Recording of fire intensity, area burnt and canopy scorch % after each burn	The twenty fourth year and every twelve years	
General on-going maintenance all MZs - 38.07 ha (9 team days per year)	Yearly	
Photographing and cataloging of photo monitoring points (7 points, 1 day)	Yearly	
Vertebrate Pest Control (Foxes) (Den destruction as required)	Yearly	
Control of feral herbivores (Rabbits- Pindone and burrow fumigation)	Yearly	

Monitoring pest and feral herbivore animal activity on site - 4 x per year	Yearly	
Rubbish removal (maintenance)	Yearly	
Signs (5 x permanent signs, installation and maintenance)	The twenty fifth year and every twenty five years	
Maintain foot trails (1,011 m @ /m /y)	Yearly	
Total present value of payments after 20 years (incl. GST)		
Total present value of payments after 20 years (excl. GST)		

### 3 Nominated bank account

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

### 4 Annual contribution

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