

# Conservation Agreement

Minister for the Environment, Heritage and the Arts

on behalf of the Commonwealth of Australia

and

NSW Minister for Climate Change and the Environment

and

NSW Minister for Planning

on behalf of the Government of NSW

Agreement in relation to the development of the Edmondson  
Park Precinct under the *Environment Protection and  
Biodiversity Conservation Act 1999* (Cth)

# Conservation Agreement

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<b>Date</b>	<u>2009</u>
<b>Parties</b>	<ol style="list-style-type: none"><li>1. <b>Peter Garrett</b>, Minister for the Environment, Heritage and the Arts on behalf of the Commonwealth Government, care of the Department of the Environment, Water, Heritage and the Arts, John Gorton Building, King Edward Terrace, Parkes, ACT (the <i>Minister</i>)</li><li>2. <b>Carmel Tebbutt</b>, Minister for Climate Change and the Environment for the State of NSW (DECC), 59-61 Goulburn Street, Sydney</li><li>3. <b>Kristina Keneally</b>, Minister for Planning for the State of NSW (DoP), 23-33 Bridge Street, Sydney</li></ol>
<b>Purpose</b>	<ol style="list-style-type: none"><li>A Sections 305(1) and 305(1A) of the EPBC Act provide that the Commonwealth Minister may, on behalf of the Commonwealth, enter into an agreement for the protection, conservation and management of biodiversity, particularly of any listed species or ecological community, or their habitats. The agreement may also provide for the mitigation or avoidance of actions that might adversely affect biodiversity.</li><li>B The Parties have agreed to enter into this conservation agreement under section 305 of the EPBC Act in relation to the development of the Edmondson Park Precinct (the Precinct) as shown in Schedule 2.</li><li>C Under this Agreement the State of NSW agrees to implement a Biodiversity Conservation Plan which will include the establishment of Regional Park, sympathetic management of open space that contains Cumberland Plain Woodland and an offset package, the details of which are set out in Schedule 4.</li><li>D For the purposes of section 305 of the EPBC Act, the Minister is satisfied that this Agreement will result in a net benefit to the conservation of biodiversity and is not inconsistent with a recovery plan, threat abatement plan or wildlife conservation plan.</li><li>E By entering this Agreement the Minister is satisfied that the Class of Actions to which the declaration in Clause 4 of this Agreement relates are not likely to have a significant impact on the biodiversity associated with the listed threatened species and communities, and listed migratory species found in the vicinity of the proposed development.</li><li>F This Agreement has the effect of binding the Commonwealth and the State of NSW.</li></ol>

# Conservation Agreement

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It is agreed as follows.

## 1. Definitions and Interpretation

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a) Definitions

The following definitions apply unless the context requires otherwise.

*Acquisition Lands* means the Defence Lands to be acquired by the State for the purpose of establishing the Regional Park referred to in this Agreement

*Biodiversity Conservation Plan* means the Plan set out in Schedule 4.

*Business Day* means a day, not being a Saturday, Sunday or public holiday in Canberra, Australian Capital Territory.

*Class of Actions* means the class of actions set out in Schedule 3.

*Cumberland Plain Woodland (CPW)* means the EPBC Act threatened ecological community listed as “Cumberland Plain Woodland”.

*DECC* means the NSW Department of Environment and Climate Change.

*Defence Lands* means the site of the former Ingleburn Military Camp.

*DEWHA* means the Australian Government Department of the Environment, Water, Heritage and the Arts.

*DoP* means the NSW Department of Planning.

*Edmondson Park Precinct (the Precinct)* means the land, as at the date of this Agreement, defined as the Edmondson Park Precinct under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* and illustrated in Map 2 of Schedule 2.

*EPBC Act* means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

*Major Activities* means the gazettal of the Regional Park or reservation of a Secure Conservation Area provided for under Schedule 4 of this Agreement.

*Minister* means the Minister administering the EPBC Act or a delegate of the Minister under the EPBC Act.

*Parties* means the parties to this Agreement.

*Secure Conservation Area* means land reserved under the *National Parks and Wildlife Act 1974* or land subject to a biobanking agreement under the *Threatened Species Conservation Act 1995*.

*State* means the State of New South Wales.

## 2. Commencement and Duration

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- a) This Agreement shall have effect from the day of execution.

# Conservation Agreement

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## 3. Protection and Conservation of the Area

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- a) The State agrees that it will implement the “Biodiversity Conservation Plan” which details three key elements: the establishment of a Regional Park and associated rehabilitation measures, sympathetic management of open space, and an offset package (Schedule 4).
- b) By entering this Agreement the Minister is satisfied that the actions listed in Schedule 3 are not likely to have a significant impact on the biodiversity of the area if undertaken in accordance with Schedule 4.

## 4. Declaration

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- a) Section 306A of the EPBC Act provides that the Minister may include in a conservation agreement a declaration to the effect that actions in a specified class do not need approval under Part 9 for the purposes of a specified provision of Part 3.
- b) For the purpose of section 306A of the EPBC Act, the Class of Actions do not require approval under Part 9 of the EPBC Act for the purposes of sections 18 and 18A, and 20 and 20A of the EPBC Act.
- c) By entering this Agreement, the Minister declares that he is satisfied that the Class of Actions to which this declaration relates are not likely to have a significant impact on the biodiversity associated with the listed threatened species and communities, and listed migratory species.

## 5. Dispute Resolution

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- a) Any dispute arising during the course of this Agreement will be dealt with as follows:
  - i) The Party claiming that there is a dispute will send to the other parties a notice setting out the nature of the dispute;
  - ii) The Parties will try to resolve the dispute by direct negotiation, including by referring the dispute to a person who may have authority to intervene and direct some form of resolution. For the avoidance of doubt, if the dispute is referred to a person under this paragraph, that person will act as an independent third party umpire, and not as a mediator or arbitrator.
  - iii) The Parties have 10 Business Days from the date of the notice issued in paragraph (i) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
  - iv) if:
    - there is no resolution or agreement; or
    - there is a submission to meditation or some other form of alternative dispute resolution procedure, but there is not resolution within 15 Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 Business Days,then, any party may commence legal proceedings.
- b) Despite the existence of a dispute, the parties will (unless requested in writing not to do so) continue to perform the Agreement.

# Conservation Agreement

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- c) This clause does not preclude the parties from commencing legal proceedings for urgency interlocutory relief or otherwise under the EPBC Act.

## 6. Review of this Agreement

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- a) A review of the operation of this Agreement, including the Schedules, is to be undertaken by the Parties at least once every five years until 2020. Failure to undertake this review will not invalidate the agreement.

## 7. Termination and Variation

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- a) This Agreement may only be varied by written agreement between the Parties or otherwise in accordance with the EPBC Act.
- b) This Agreement may be terminated in the manner specified in the EPBC Act or otherwise as agreed by the Parties.

## 8. Reporting

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- a) The State will, within two months of each anniversary of this Agreement provide the Minister with a report that will include:
  - i) a summary of compliance with the terms of this Agreement during the previous 12 month period;
  - ii) a summary of the actions within Schedule 3 taken under this Agreement during the previous 12 month period; and
  - iii) upcoming major activities to which this Agreement applies.
- b) These reports shall be provided on an annual basis and until development of the Precinct is complete/ or as otherwise agreed by the parties and Secure Conservation Areas have been purchased.

## 9. Notification

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- a) The State must notify the Minister as soon as reasonably practicable after becoming aware of past or potential future material non-compliance with this Agreement.
- b) Parties will respond promptly to any correspondence from another party in relation to this Agreement.

## 10. Auditing

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- a) The Minister, or anyone authorised in writing by the Minister, may audit the State compliance with this Agreement.
- b) Before conducting an audit under paragraph (a), the Minister must provide the State with reasonable notice that the Minister intends to conduct the audit.

# Conservation Agreement

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- c) From time to time the Parties may agree to an independent audit of the application of this Agreement.
- d) The appropriate auditor and the scope of the audit conducted under paragraph (c) will be agreed by the Parties.
- e) The State agrees to fully cooperate with any audit conducted under this clause.
- f) Nothing in this clause limits the Minister's powers under the EPBC Act.

## 11. Negation of employment, partnership and agency

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- a) The State agrees not to represent itself and to ensure that its Associates do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

## 12. Notices

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- a) Any notice, demand, consent or other communication (a *Notice*) given or made under this Agreement:
  - i) must be in writing and signed by the sender or a person duly authorised by the sender;
  - ii) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:

(1) to the Commonwealth      The Department of the Environment, Water, Heritage and the Arts  
GPO Box 787  
Canberra ACT 2601  
  
Attention:  
First Assistant Secretary,  
Approvals and Wildlife Division  
  
Fax No: 02 6274 1600;

(2) to the State of NSW      The Department of Environment and Climate Change  
PO Box A290  
Sydney South NSW 1232  
  
Attention:  
Joe Woodward  
Deputy Director General  
Environment Protection and Regulation  
  
Fax No: 02 9995 5197;

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(3) to the State of NSW

NSW Department of Planning  
GPO Box 39  
Sydney NSW 2001

Attention:  
Ian Reynolds  
Deputy Director General  
Strategies and Land Release  
Fax No: 02 9895 7547;

- iii) will be taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

## 13. Entire Agreement

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- a) This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct relied on by the Parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

## 14. No Waiver

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- a) A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

## 15. Further Assurances

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- a) At the reasonable request of another Party, each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

## 16. No Merger

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- a) The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

## 17. Costs

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- a) Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement. All stamp duty (including fines, penalties and interest) payable on or in

# Conservation Agreement

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connection with this Agreement and any instrument executed under or any transaction evidenced by this Agreement must be borne equally by the Parties.

- b) All relevant taxes, duties and government charges imposed or levied in Australia, now in or in the future, in connection with this Agreement will be borne by the State.

## **18. Severance**

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- a) If any part of this Agreement is, or becomes, void or unenforceable, that part is or will be severed from this Agreement to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

# Conservation Agreement

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Signed by **Peter Garrett**, Minister for the Environment, Heritage and the Arts

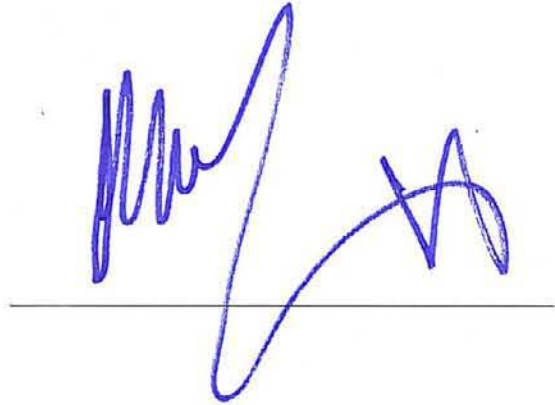
in the presence of:

  
\_\_\_\_\_

Witness

DAVID BLUMENTHAL

Print Name

  
\_\_\_\_\_

Signed by **Carmel Tebbutt**, Minister for Climate Change and the Environment

in the presence of:

  
\_\_\_\_\_

Witness

Matthew Chester

Print Name

  
\_\_\_\_\_

Signed by **Kristina Keneally**, Minister for Planning

in the presence of:

  
\_\_\_\_\_

Witness

Alix Carpenter

Print Name

  
\_\_\_\_\_

# Conservation Agreement

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## Schedule 1

### Interpretation

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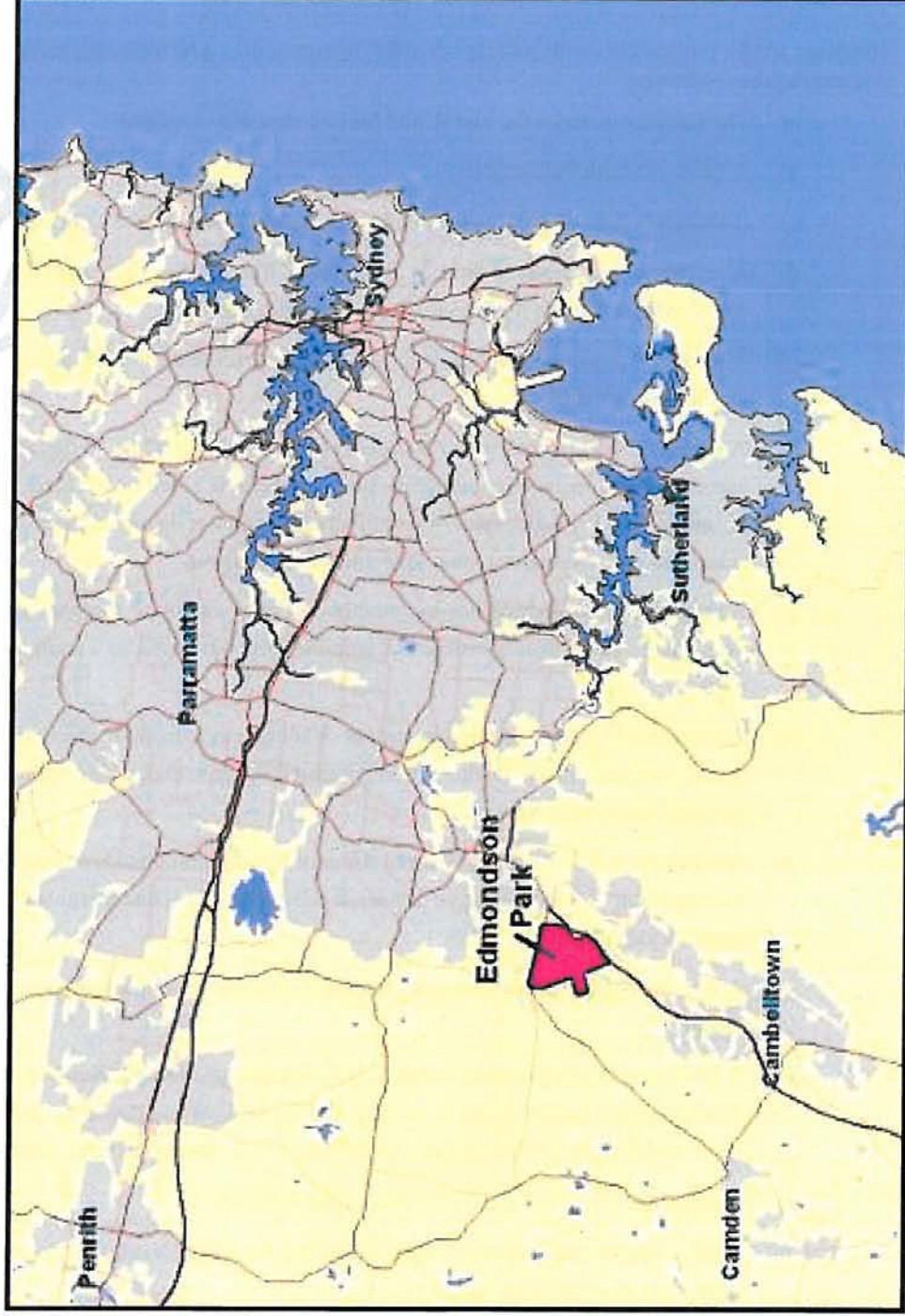
Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- a) The singular includes the plural, and the converse also applies.
- b) A gender includes all genders.
- c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- e) A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to, this Agreement.
- f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals and schedules and annexures to that agreement or document.
- g) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form but excludes a communication by electronic mail.
- h) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- j) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- k) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- l) A reference to dollars and \$ is to Australian currency.
- m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- n) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- o) The Recitals and the schedules form part of this Agreement. Where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any schedule, the clauses of this Agreement prevail.

# Conservation Agreement

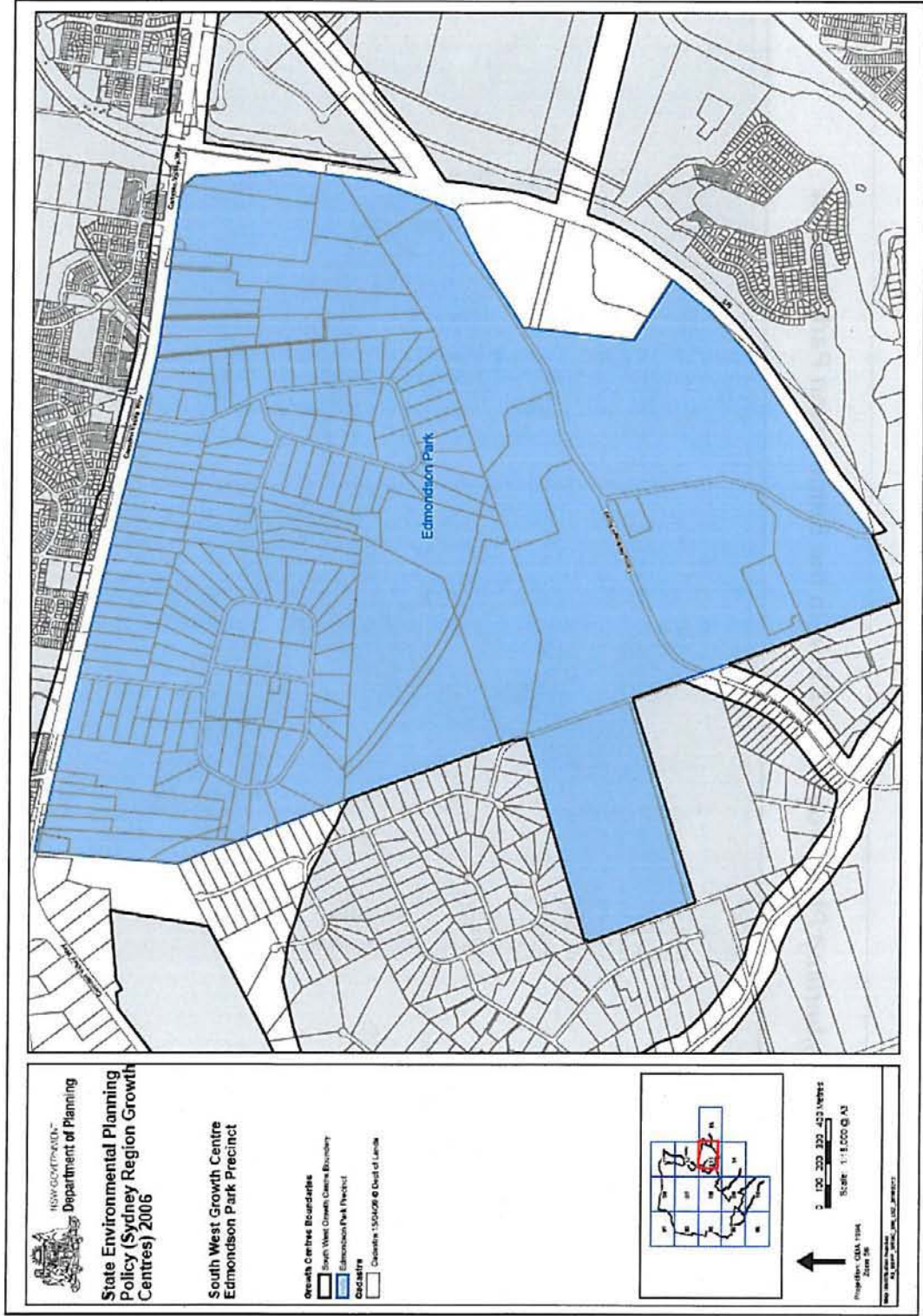
## Schedule 2

Map 1: Locality of the Edmondson Park Precinct



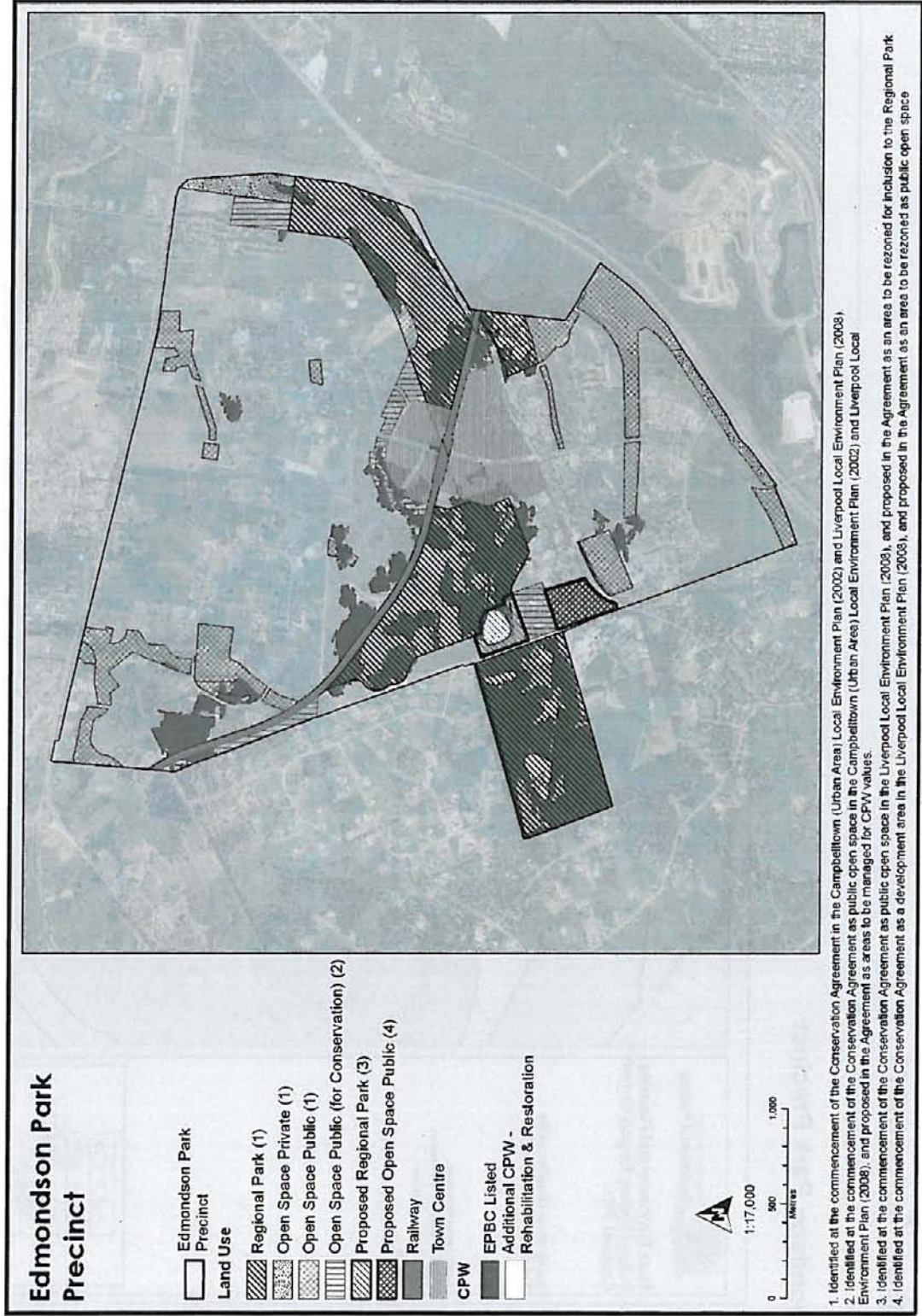
# Conservation Agreement

## Map 2: Edmondson Park Precinct



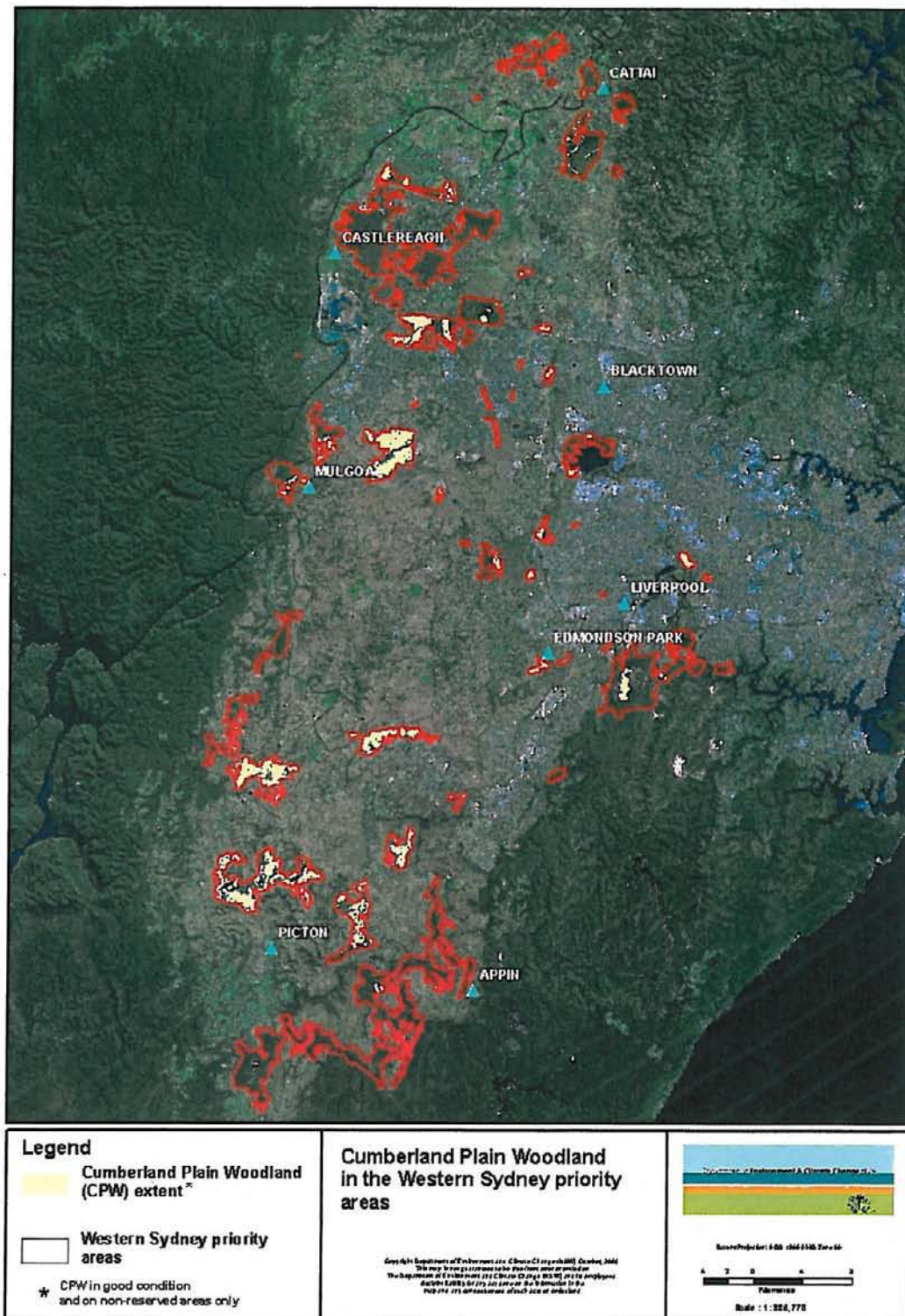
# Conservation Agreement

Map 3: Land Use and EPBC Cumberland Plain Woodland (CPW) in the Edmondson Park Precinct



# Conservation Agreement

**Map 4: Priority areas in Western Sydney for the conservation of listed endangered ecological communities**



**NB:** CPW identified in this map represents CPW as listed under the *Threatened Species Conservation Act 1995 (NSW)* and is indicative only for the purposes of this Agreement.

# Conservation Agreement

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## Schedule 3

### Class of Actions

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The Class of Actions is:

- a) All development or other actions carried out within the Precinct in accordance with the *Environmental Planning and Assessment Act 1979 (NSW)* (EPA Act) (including projects carried out under Part 3A of the EPA Act and activities carried out under Part 5 of the EPA Act) and any applicable Environmental Planning Instruments made under the EPA Act, including but not limited to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.
- b) Establishment and management of the Regional Park in accordance with the Biodiversity Conservation Plan, including undertaking measures to control African Olive, and rehabilitation and restoration of CPW totalling 9 ha.
- c) Establishment and management of open space areas in accordance with the Biodiversity Conservation Plan.
- d) Establishment and management of an offset in accordance with the Biodiversity Conservation Plan.

# Conservation Agreement

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## Schedule 4

### Biodiversity Conservation Plan

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#### 1. Overview

The Precinct has a total area of 800 ha and is located in the south west of Sydney (see Maps 1-2 in Schedule 2). It will be developed primarily for residential, commercial and associated uses (including infrastructure uses) and will include:

- approximately 7,500 dwellings;
- a new town centre with associated services such as a railway station and transport corridors (rail and road) and community facilities;
- sewer, gas, electricity, water and other infrastructure required for the Precinct and otherwise throughout the Precinct; and
- open space and Regional Park areas.

The Precinct contains a number of biodiversity values protected under both NSW legislation and the EPBC Act. This Biodiversity Conservation Plan outlines the EPBC Act values and describes the management actions to ensure their long term conservation.

#### 2. Biodiversity Values within the Precinct

The matters of national environmental significance protected under the EPBC Act that are present within the Precinct include:

- Cumberland Plain Woodland (CPW), a listed endangered ecological community;
- potential habitat for the Grey-headed Flying-fox (a vulnerable species); and
- potential habitat for the Swift Parrot (an endangered species).

The Precinct also contains approximately 44 ha of Sydney Coastal River-Flat Forest (not listed under the EPBC Act). No other matters of national environmental significance are considered likely to occur within the Precinct.

##### **Cumberland Plain Woodland**

The Precinct contains approximately 121 ha of remnant CPW. Map 3 in Schedule 2 shows the distribution of CPW across the Precinct.

##### **Swift Parrot and Grey-headed Flying-fox**

The Precinct provides potential habitat for two species listed as threatened under the EPBC Act – the Swift Parrot (endangered) and the Grey-headed Flying-fox (vulnerable). Both of these species use woodland areas for foraging and have the potential to use the Precinct from time to time. There are records of both species occurring within the Precinct on the NSW Wildlife Atlas. These include a single record of Swift Parrot in 2004 and two records of Grey-headed Flying-fox in 1999 and 2007.

# Conservation Agreement

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## 3. Biodiversity Management Actions

In order to provide for positive long term conservation outcomes for biodiversity, and particularly for CPW in relation to the Precinct, the State must carry out the following actions:

- establishment and management of a Regional Park including undertaking control measures for existing areas of African Olive;
- sympathetic management of Public Open Space that contains CPW; and
- an environmental offset outside the Precinct to offset unavoidable impacts.

### 3.1. ***Areas set aside for “Regional Park” and associated management prescriptions***

A number of areas totalling approximately 150 ha within the Precinct have been proposed as a Regional Park to be managed for conservation by the Department of Environment and Climate Change (DECC). These areas are identified in Map 3 of Schedule 2.

The design of the Regional Park consolidates significant areas of CPW in order to contribute to the regional biodiversity value of the area. The Regional Park includes approximately 79 ha (or approximately 65%) of the CPW within the Precinct, and approximately 31 ha of Sydney Coastal River-Flat Forest (not listed under the EPBC Act).

Some treeless areas within parts of the Regional Park were also identified as suitable for rehabilitation and restoration of CPW totalling 9 ha and are shown on Map 3 of Schedule 2. The criteria for selecting these areas for long term rehabilitation includes:

- areas that have been identified as not requiring the development of additional infrastructure; and
- discrete treeless areas that are closely surrounded by existing CPW in good condition providing rehabilitation opportunities.

Additional vegetation management for African Olive is to be carried out throughout the Regional Park. This has not been identified on Map 3 of Schedule 2.

#### **Establishment of the Regional Park**

The Regional Park has been identified under the *Campbelltown (Urban Area) Local Environment Plan (2002)* and the *Liverpool Local Environment Plan (2008)* applicable to land within the Precinct. Gazettal and establishment of the Regional Park will occur subsequent to the finalisation of the sale of Defence Lands and acquisition of the Acquisition Lands by the State, and transfer of the Regional Park land to DECC.

A further area has been identified for reconfiguration of the Regional Park through rezoning of land from Open Space to Regional Park under the *Liverpool City Council Local Environment Plan (2008)* (see Map 3 of Schedule 2). This area (approximately 5.5 ha in size) will enhance biodiversity connectivity in an east west direction across the Park and contains approximately 0.8 ha of existing CPW (see Map 3 of Schedule 2).

Once rezoned, this area will be gazetted and managed by DECC as part of the Regional Park. DECC will undertake various activities to establish the Regional Park in accordance with the Statement of Interim Management Intent.

# Conservation Agreement

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## Management of the Regional Park

The land identified under this Agreement as the Regional Park is to be managed as a Regional Park by DECC under the *National Parks and Wildlife Act 1974* (NPW Act). Under Section 30H(2) of the NPW Act, Regional Parks are managed in accordance with the following principles:

- a) *“the provision of opportunities, in an outdoor setting, for recreation and enjoyment in natural or modified landscapes,*
- b) *the identification, interpretation, management and conservation of the park so as to maintain and enhance significant landscape values,*
- c) *the conservation of natural and cultural values,*
- d) *the promotion of public appreciation and understanding of the regional park’s natural and cultural values,*
- e) *provision for sustainable visitor use and enjoyment that is compatible with the conservation of the regional park’s natural and cultural values,*
- f) *provision for the sustainable use (including adaptive reuse) of any buildings or structures or modified natural areas having regard to the conservation of the regional park’s natural and cultural values,*
- g) *provision for the carrying out of development in any part of a special area (within the meaning of the Hunter Water Act 1991) in the regional park that is permitted under section 185A having regard to the conservation of the regional park’s natural and cultural values”.*

Management of the Regional Park will be guided by a Plan of Management (PoM). There is a statutory requirement for the PoM to be publicly exhibited under the NPW Act. In this case the PoM will be informed by two key documents:

- best practice guidelines for managing CPW - *Recovering bushland on the Cumberland Plain - best practice guidelines for the management and restoration of bushland* (DEC 2005); and
- a Statement of Interim Management Intent (SIMI) has already been prepared for the Precinct. The SIMI provides a basis to guide the long term management of the Regional Park by DECC to enhance the biodiversity values of the Precinct. It incorporates the following key management principles:
  - enhance connections within the landscape;
  - enhance existing key habitat values including the CPW values of the Park;
  - provide interpretation of the significant components of the site; and
  - manage the natural/urban interface.

African Olive will be managed as part of the overall management of the Park.

Table 1 outlines the actions, responsibilities and timing for State agencies to establish and manage the Regional Park.

# Conservation Agreement

**Table 1 - Commitments for the Establishment and Management of the Regional Park**

	Action	Responsibility	Timing
1	Transfer of Defence land to the Department of Planning	DoP	Subject to agreement regarding sale of land
2	Rezoning of additional land to Regional Park	DoP	Within one year of Action 1
3	Transfer of proposed Regional Park areas to DECC	DoP and DECC	Within one year of Action 1
4	Gazettal of Regional Park and establishment of necessary infrastructure	DECC	Within one year of Action 3
5	Preparation of a Plan of Management under the NPW Act	DECC	Within two years of Action 4
6	Implementation of the Plan of Management with standard review	DECC	Ongoing management and review every five years (commencing from the date of execution of the conservation agreement)

### 3.2. Management prescriptions for open space

A network of open space areas is identified under the *Campbelltown (Urban Area) Local Environment Plan (2002)* and the *Liverpool Local Environment Plan (2008)* – see Map 3 of Schedule 2. These areas include:

- Public Open Space for Conservation;
- Other Public Open Space; and
- Private Open Space.

Within a Local Government Area in NSW, land designated as Public Open Space is in the care, control and management of the relevant Council and must be managed in accordance with a plan of management prepared in accordance with the *Local Government Act 1993* (NSW).

Plans of management will be developed by Liverpool and Campbelltown Councils for the public open space areas within the Precinct. These plans will be developed with consideration of the objectives for public open space as outlined in the Local Environment Plans for Liverpool and Campbelltown Councils. For the areas designated as “Public Open Space for Conservation”, the plans of management will incorporate measures to retain CPW values through:

- the retention of trees;
- maintenance of the existing native understorey; and
- locating passive and active facilities cognisant of existing CPW values.

DoP will use its best endeavours to ensure that each Council manages public open space in a way that is sympathetic to the CPW and within the context of the above objectives.

Table 2 outlines the actions, responsibilities and timing for State agencies to ensure the sympathetic management of public open space.

# Conservation Agreement

**Table 2 - Commitments for the Management of Public Open Space**

	<b>Action</b>	<b>Responsibility</b>	<b>Timing</b>
1	Make arrangements with Liverpool and Campbelltown Councils of Biodiversity regarding the Management Actions required under this agreement in respect of land zoned for public and private open space under environmental planning instruments applying to the Precinct	DoP	Within 1 year of the sale of Defence land
2	Preparation of Plans of Management	Liverpool & Campbelltown Councils	Within 2 years of sale of the Defence land
3	Implementation of the Plans of Management	Liverpool and Campbelltown Councils	Ongoing

The areas of Private Open Space within the Precinct will be managed by landholders in accordance with the requirements of the relevant LEP and any relevant development consent.

### **3.3. Cumberland Plain Woodland offset**

Approximately 36 ha of CPW occurs in the development area of the Precinct. These areas cannot be retained within the Regional Park or open space areas due to the impacts such reservation would have on the functioning of the proposed Edmondson Park Town Centre, railway line and train station, and on the overall viability of the Precinct. Consequently, the State will establish and manage 72 ha of CPW in Secure Conservation Areas.

DECC has identified priority areas in Western Sydney for the conservation of CPW and other NSW listed endangered ecological communities (see Map 4 of Schedule 2). Within these areas, there are more than 600 ha of CPW in non-reserve public ownership, and more than 2,000 ha where CPW occurs on private land. Within these lands DECC will protect 72 ha of CPW within Secure Conservation Areas. The offsets will satisfy the following criteria:

- offsets must be direct on-the-ground offsets - including acquisition and inclusion of land into the conservation estate and/or permanent covenanting on private land under the biobanking scheme
- the offsets must be high quality Commonwealth listed CPW
- offsets should be located within the same bioregion as Edmondson Park
- offsets should be clearly identified and mapped and advised to the Commonwealth
- to avoid any perceptions that offsets are being double-counted, offsets cannot include land purchased using Commonwealth funds, or land gifted to NSW for conservation purposes or already counted as an offset towards another project or purpose.

# Conservation Agreement

The term 'protect within a Secure Conservation Area' means land reserved under the *National Parks and Wildlife Act 1974* or land subject to a biobanking agreement under the *Threatened Species Conservation Act 1995*. DECC will secure the biobanking agreement by buying (known as 'retiring') CPW credits in accordance with the Threatened Species Conservation Act 1995. Once retired, biobanking credits are not available to offset development elsewhere. Within 60 days of these arrangements being finalised, DECC will provide DEWHA with details of the Secure Conservation Area/s including a map.

Funding for offsets will be provided by the State and will be sourced in part from infrastructure contributions that will be collected as development proceeds in the Growth Centres, and in part from other funding sources as arranged by the State. The funding will contribute to a Conservation Fund, which will be made available to DECC on an annual basis for the above purpose.

Table 3 outlines the actions, responsibilities and timing for State agencies to ensure that the offset strategy is achieved.

**Table 3 - Commitments for the Establishment of an Offset Site**

Action	Responsibility	Timing
Funds transferred to DECC	DoP	Annually
Reporting on progress to DEWHA	DECC	Annually commencing from 2010-11
Identification, acquisition and securing of lands within priority areas	DECC	The timing of acquisition will be directly related to the loss of vegetation within the Precinct and the collection of development contributions and will occur progressively. Acquisitions to offset vegetation losses in the Precinct will occur within 3 years from the signing of this Agreement.  Where funding is not available due to limited development within the Precinct, or if suitable properties are not able to be secured in the timeframe, the State will seek the agreement of DEWHA to vary the timeframe.
Description and map of Secure Conservation Area/s provided to DEWHA	DECC	Within 60 days of establishment of secure arrangement