

Schedule G

Toolkit New South Wales Gwydir Constraints Measures Business Cases

PROJECT SCHEDULE FOR NEW SOUTH WALES GWYDIR CONSTRAINTS MEASURES PROJECT

1. This Schedule has been developed consistent with the *Project Agreement for Delivery of Environmental Measures in Northern Murray-Darling Basin* (the Project Agreement). This Agreement has been consolidated in the new *Federation Funding Agreement - Environment*. This consolidation was agreed by Parties to reduce the overall number of agreements between the Commonwealth and the States, but does not alter any existing provisions, roles or responsibilities in the Project Agreement.
2. In accordance with the Project Agreement and this Schedule, the State of New South Wales (NSW) will develop business cases for the following projects.
 - (a) Gwydir Constraints - Gingham Watercourse;
 - (b) Gwydir Constraints - Lower Gwydir Watercourse; and
 - (c) Gwydir Constraints - Lower Mehi River.
3. The Parties agree that NSW will develop project business cases and submit to the Commonwealth for consideration for implementation funding under the Northern Basin Toolkit by 15 November 2021.
4. In developing the business cases, NSW will ensure that the business cases include sufficient information to enable the Commonwealth to make a sound and defensible decision on any future funding for the projects. In so doing, NSW will develop business cases that:
 - (a) are consistent with all requirements outlined in the *Northern Basin Toolkit Project Business Case Assessment Guidelines*;
 - (b) include an invasive species control plan and a fish conceptual model as part of each project business case, as recommended by the Toolkit Independent Expert Panel in its ecological assessment of the feasibility proposals;
 - (c) are consistent with the *NSW Floodplain Harvesting Policy 2018* and other associated NSW measures;
 - (d) include a detailed and scientifically robust monitoring, evaluation and reporting (MER) plan as part of each project business case (Attachment A).
5. The Parties agree that the Commonwealth will provide a total financial contribution of up to \$1.592 million (GST exclusive) for the activities under this Schedule and as shown in Table 1, noting that funding will not be used by NSW to duplicate any business case development activities already undertaken and funded by the Commonwealth.

6. In accordance with the Project Agreement, milestones for projects, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments, are set out in Table 1, and are to be completed to the Commonwealth's reasonable satisfaction.
7. If the Commonwealth decides to provide implementation funding for these projects, details of any future agreed works and milestones will be negotiated subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations (IGA FFR)* and developed as a separate schedule under the *Federation Funding Agreement- Environment*.

Table 1: Milestones, reporting and payment summary

Outputs	Milestones	Milestone due	Payment (GST exclusive)
1. Governance arrangements in place	A report, including a work plan that provides evidence that management and governance arrangements are in place to support producing outputs in accordance with this Schedule.	Within 10 business days of execution of the Schedule	\$50,000
2. Communications and Engagement Implementation Plan	Final communications and engagement plan, including implementation plan for activities from 2021, submitted to the Commonwealth in accordance with this Schedule.	31 July 2021	\$470,000
3. Business case	Final business cases submitted to the Commonwealth in accordance with Clause 4 of this Schedule.	15 November 2021	\$1,072,000
Total			\$1,592,000

ATTACHMENT A

Requirement for the Monitoring, Evaluation and Reporting (MER) plan that is to be provided as part of each project business case.

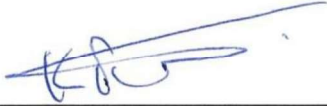
Each of these plans will provide information on how the project, if implemented, will be assessed to determine its effectiveness in delivering its anticipated environmental outcomes and monitor any key risks and potential ecological dis-benefits. Each MER plan must:

1. be underpinned by a program logic, and be consistent with long-term watering plans and water resource plans MER, including being informed by risks these plans have identified;
2. be a standalone document that addresses relevant MER recommendations identified by the Independent Expert Ecological Panel for Ecological Merit and Prioritisation in their assessment of the project feasibility proposal;
3. be capable of evaluating and reporting on the effectiveness of the works, and also whether or not the intended environmental outcomes have been achieved by these works. This includes being capable of evaluating and reporting on key ecological risks and dis-benefits as part of a risk mitigation strategy developed during the business case;
4. be able to evaluate and report at the project level, but also be geographically and thematically integrated with other relevant MER programs and activities, particularly for other Toolkit projects;
5. describe how MER activities leverage off and does not duplicate the MER activities undertaken through existing programs;
6. describe cost sharing and governance arrangements for longer term MER activities;
7. be designed to support broader Basin Plan MER including the Basin-wide monitoring strategy being led by MDBA; and
8. describe data sharing arrangements with the expectation being that any data and information arising from the MER plan is available to, and shared with, other Basin governments and also made publicly available where appropriate.

SIGN OFF

The Parties have confirmed their commitment to this Schedule as follows:

Signed *for and on behalf of the Commonwealth of Australia by*



The Honourable Keith Pitt MP

Minister for Resources and Water

Date: 15/7/21

Signed *for and on behalf of the State of New South Wales by*



The Honourable Melinda Pavey MP

Minister for Water, Property and Housing

Date: 2/8/2021