

Schedule D

# New South Wales – Fencing Northern Basin Riverbanks Program

## PROJECT SCHEDULE FOR THE DELIVERY OF THE FENCING NORTHERN BASIN RIVERBANKS PROGRAM IN NEW SOUTH WALES

1. This Schedule has been developed consistent with the Project Agreement for Delivery of Environmental Measures in Northern Murray-Darling Basin (the Agreement).
2. This Schedule provides for the State of New South Wales' (NSW) delivery of the Commonwealth-funded Fencing Northern Basin Riverbanks program (the program).
3. The program is intended to involve the implementation of a series of projects which will reduce the impact of livestock on environmentally sensitive parts of the northern Murray-Darling Basin, and provide landholders with a practical means to contribute to the restoration and protection of native fish habitat.
4. In accordance with the Agreement and this Schedule, NSW will deliver the program in two stages, with Stage 1 commencing from execution of this Schedule and Stage 2 commencing in accordance with the requirements of this Schedule:
  - (a) Stage 1 — Submission of a proposal to support NSW's long-term delivery of the program
  - (b) Stage 2 — Implementation of NSW's long-term delivery of the program.
5. In delivering Stage 1, NSW will develop and submit a proposal to the Commonwealth for its agreement outlining its proposed three year delivery of the program.
6. The proposal is to have regard to the matters set out in this Schedule including the program priorities and proposal requirements set out in Attachment A.
7. Once agreed, the proposal will form part of this Schedule (the Agreed Proposal) and upon receiving written notice from the Commonwealth that the proposal has been agreed, NSW will commence delivery of Stage 2 of the program in accordance with the Agreed Proposal, this Schedule, the Agreement and any other agreed requirements.
8. In accordance with the Agreement, milestones for the program, their relationship to outputs, expected completion dates and expected payments are set out in Table 1 and are to be completed to the Commonwealth's reasonable satisfaction.
9. The Commonwealth and NSW agree that estimated costs for the activities and outputs described in Table 1 is up to \$7.5 million over three years GST exclusive.
10. The Commonwealth and NSW also agree that subject to the Agreement and this Schedule, the Commonwealth will provide a total financial contribution of up to \$7.5 million GST exclusive for activities under this Schedule, and as shown in Table 1.

Table 1: Milestones, reporting and payment summary

Milestone	Outputs	Due	Payment
Preliminary — Evidence of arrangements in place to support commencement of Stage 1 activities	A report submitted to the Commonwealth that provides evidence that Stage 1 activities have commenced	06/12/2019	\$50,000
Stage 1 — Submission and agreement to proposal for Stage 2 delivery	Proposal for program delivery submitted to the Commonwealth	28/02/2020	\$50,000
Stage 2 — program delivery	Stage 2 Program delivery in accordance with the agreed proposal	up to \$7,400,000 paid according to milestones set in agreed proposal	
Total			\$7,500,000

PROGRAM INFORMATION

1. The program is intended to fund implementation of individual fencing projects in the northern Murray-Darling Basin which will satisfy one or more of the following objectives:
  - (a) provide a direct contribution to the enhancement of native fish outcomes from northern Basin 'Toolkit' measures proposed to be undertaken by the NSW and Queensland governments
  - (b) provide a direct contribution to the enhancement of native fish outcomes from other Australian Government commitments in the northern Basin, for example those made in response to the Vertessy report on the 2018/19 fish death events
  - (c) contribute to priorities identified in other state or regional strategies which work to improve native fish health. This could include documents such as native fish strategies, catchment management strategies or river strategies prepared by local or state government bodies or in Murray-Darling Basin Long Term Watering Plans prepared for relevant Basin Plan water resource plan areas
  - (d) connect riparian corridors along whole waterways and/or multiple properties
  - (e) protect and improve existing healthy riparian areas with remnant native vegetation
  - (f) add value to other measures in the northern Basin aimed at protecting and improving native fish health, for example state managed fishway construction and/or
  - (g) an objective agreed with the Commonwealth,and involve one or more of the following activities:
  - (h) fencing for gully, creek or streamside fencing that enables the control of stock access to riparian areas. Stock need not be permanently excluded, however projects need to demonstrate a commitment to managing the timing, duration and intensity of stock access to avoid damage to soil, groundcover and vegetation and water quality impacts
  - (i) weed removal/control for fenced riparian areas where stock access is minimised or excluded
  - (j) native revegetation for fenced riparian areas where stock access is minimised or excluded
  - (k) restoration of instream woody habitat ("re-snagging")
  - (l) land manager engagement
  - (m) stock water supplies (off-stream watering infrastructure) where the works compensate for water access lost by fencing
  - (n) minor erosion control e.g. minor rock stabilisation work, and stock crossings where riparian areas have been fenced and protected
  - (a) other activities as agreed by the Commonwealth.
2. The program is not however intended to fund:

- (a) retrospective activities for Stage 2 (activities that have been completed or have commenced prior to signing this Schedule), unless otherwise agreed by the Commonwealth
  - (b) activities funded through other Commonwealth or State Government investment
  - (c) "business as usual" activities for which other Commonwealth, state or local government bodies have primary responsibility
  - (d) "business as usual" operation and administration costs of the organisation delivering the project, including maintenance, repairs, utilities and staffing
  - (e) activities located on riparian land outside northern Murray-Darling Basin catchment/s unless otherwise agreed by the Commonwealth
  - (f) activities related to labour, operational and maintenance costs post project completion
  - (g) projects requiring recurrent funding from the Australian Government once completed
  - (h) projects that only benefit private individuals or enterprises within the community
  - (i) projects involving financial or debt restructuring
  - (j) research and development projects
  - (k) purchase of land, and
  - (l) any activity which is contrary to the objectives and intent of the program.
3. A proposal for program delivery should include the following information:
- (a) the target catchment areas for Stage 2 program delivery
  - (b) an outline of proposed activities to be carried out as part of any Stage 2 projects
  - (c) a description of how implementation will enable program objectives to be met
  - (d) the estimated number of Stage 2 projects proposed to be carried out each year over the three year life of the program and their mean estimated value
  - (e) the anticipated date on which the first project under Stage 2 will commence
  - (f) a proposed delivery schedule and milestone table which includes proposed timeframes for Stage 2 project delivery, anticipated milestones and proposed funding amounts for each milestone having regard to the available funds allocated for Stage 2
  - (g) proposed service delivery agents and details on any existing arrangements which could be utilised to enable efficient and effective service delivery
  - (h) a description of how delivery will provide public benefit, not solely improve private interests
  - (i) how risk to native species will be managed, e.g. where management of feral animals is also proposed
  - (j) the proposed strategy to ensure any third parties engaged to deliver projects in the northern Basin give preference to Indigenous (including small Indigenous enterprises)

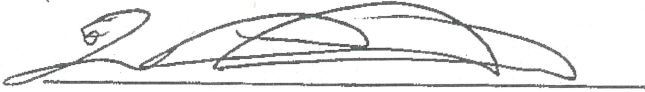
and local suppliers and employment, and encourage the use of Indigenous and local labour where possible

- (k) an assurance that all relevant legal requirements, including in relation to work, health and safety will be satisfied, and
- (l) any other information to enable the Commonwealth to consider whether to provide its agreement to the proposal.

**SIGN OFF**

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

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

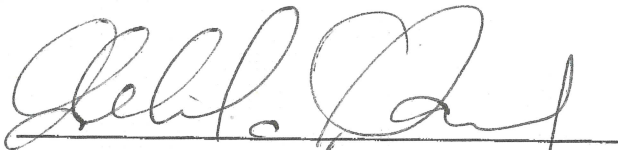


**The Honourable David Littleproud MP**

Minister for Water Resources, Drought, Rural Finance, Natural Disaster and Emergency Management

Date: 13. 11. 19

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



**The Honourable Melinda Jane Pavey MP**

Minister for Water, Property and Housing

Date: 7-5-20