

New South Wales

NATIONAL PARTNERSHIP ON RECYCLING INFRASTRUCTURE

PART 1: PRELIMINARIES

- A1 This Schedule has been developed in accordance with clause 15 of the National Partnership Agreement on Recycling Infrastructure and should be read in conjunction with that Agreement.
- A2 This Schedule will commence as soon as it is signed by the Commonwealth and New South Wales, and will expire on 30 June 2024 or on completion of final performance reporting and processing of final payments against milestones, whichever is later.

PART 2: DELIVERY OF PROJECTS IN NEW SOUTH WALES

- A3 Under this Schedule, New South Wales agrees to facilitate achievement of the outcomes of the Agreement by a competitive grants funding program open to the private sector, non-government organisations, and local government applicants. New South Wales may deliver the grants program as an expansion of an existing relevant state government grant program.
- A4 The grants program delivered by New South Wales will prioritise the following projects:
- a) improved sorting and/or processing technology for glass, tyres, plastic and paper and cardboard products
 - b) increasing mixed plastics processing capacity
 - c) building capacity to process high-value single stream plastics such as PET and HDPE.
- A5 New South Wales agrees to publish grant guidelines and provide a copy of the guidelines to the Commonwealth before approving any grants under this program. Officials from the New South Wales and Commonwealth governments will jointly agree grant assessment criteria in accordance with the eligibility criteria in the appendix to this Agreement. New South Wales is responsible for managing grants program administration, awarding grants and payment of grants. New South Wales agrees that all pending decisions on successful grants will be provided to the Commonwealth before a final decision is announced, and that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to projects awarded by states under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.
- A6 Government funding provided under the grants program delivered by New South Wales will require at least a matching contribution of funding from proponents, with no cap on proponent funding proportion.
- a) For the purposes of subclause 19(a) of the Agreement, the requirement for the cost of each project to be funded in one-third portions by the Commonwealth and the States, will not apply to New South Wales.

- b) For the purposes of subclause 19(a) of the Agreement the Commonwealth agrees to contribute up to one third of the total cost of agreed projects and New South Wales will at least match the Commonwealth’s overall contribution.
- A7 The program will be co-funded by the Commonwealth and New South Wales with third party contributions as set out in clause 19 of the Agreement.
- a) For the purposes of subclause 19(a) of the Agreement, the Commonwealth agrees to recognise New South Wales’ commitment of \$19.2 million to recycling infrastructure as part of its co-funding contribution under this Agreement. New South Wales agrees to contribute funding of up to \$10.3 million total across 2023-24 and 2024-25 (or up to whenever the final project is complete) to meet its remaining co-funding requirements as detailed in the instalments set out in Table 1 of this schedule.
- b) Other requirements under the Agreement also apply to projects funded by New South Wales using the \$19.2 million referred to in A7 (a) of this schedule.
- c) For the purposes of subclause 19(a) of the Agreement, New South Wales will write to each grant proponent that has received funding as part of New South Wales’ commitment of \$19.2 million to provide official acknowledgement that the Commonwealth co-funded those grants. Further, New South Wales will advise those grant proponents that they must ensure that the Commonwealth is also recognised as a partner contributor in any public messaging, advertising, acknowledgments, events or similar.

PART 3: FINANCIAL ARRANGEMENTS

- A8 The Commonwealth will provide a maximum estimated financial contribution of \$29,516,709 to New South Wales. All payments are GST exclusive. This comprises of:
- a) Up to \$25,000,000 will be provided for the grants program as originally agreed by this Schedule in December 2020; and
- b) Up to \$4,516,709 of additional funding will be provided under the Recycling Modernisation Fund regional and remote stream.

- A9 The estimated financial contribution to be provided by the Commonwealth is outlined in Table 1.

Table 1: Estimated financial contributions

(\$ million)	2020-21	2021-22	2022-23	2023-24	2024-25	Total
Estimated total budget	-	3.684	16.964	13.265	5.920	39.833
Less estimated National Partnership payments	-	3.684	16.964	8.869	-	29.517
Balance of non-Commonwealth contributions	-	-	-	4.396*	5.920*	10.316

Note: Balance of non-Commonwealth contributions includes contributions from New South Wales to at least match the Commonwealth’s contribution but does not include contributions from third parties such as local governments and other non-government organisations.

* NSW contributions include \$19,153,977 in grants for recycling infrastructure to process waste subject to the export ban. Payment of these grants commenced in 2019-20 and will continue to be paid according to project-specific milestones being satisfactorily met. \$8.81m has already been paid and additional \$10.39m still to be paid. NSW will

provide an additional \$10.3 million in funding in 2023-24 and 2024-25 (or up to whenever the final project is complete), which together with the \$19.2m already committed, will make a up NSW's agreed co-contribution of \$29.5 million.

PART 4: PROJECT MILESTONES, REPORTING AND PAYMENTS

A10 Table 2 summarises the project milestones, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to New South Wales demonstrating that the relevant milestone has been met. Multiple payments may be made against each milestone in a financial year, provided payment does not exceed the total Commonwealth contribution for that financial year.

A11 If the maximum Commonwealth payments are not made in a given financial year (e.g. due to delays in project delivery) the Commonwealth will endeavour to move funds into a later year at its discretion. The Commonwealth makes no guarantee that unspent funding (if any) will be carried into later years.

Table 2: Milestones, reporting and payment summary

Output	Milestones	Report due	Payment
Projects consistent with the eligibility criteria in Appendix A to the Agreement delivered through a competitive grants process	<u>Milestone 1</u> Payments made or accrued to eligible project proponents consistent with this Agreement for the period of 1 July 2020 to 30 June 2021	1 February 2021 (completed)	Equal to: <ul style="list-style-type: none"> The Commonwealth's co-contributions to grant payments expected to be made under this Agreement for the period 1 July 2020 to 30 June 2021 No Commonwealth payment.
	<u>Milestone 2</u> Payments made or accrued to eligible project proponents consistent with this Agreement for the period of 1 July 2021 to 30 June 2022	1 August 2021 (completed)	Equal to: <ul style="list-style-type: none"> The Commonwealth's co-contributions to grant payments expected to be made under this Agreement for the period 1 July 2021 to 30 June 2022 up to \$ 3,683,738.
	<u>Milestone 3</u> Payments made or accrued to eligible project proponents consistent with this Agreement for the period of 1 July 2022 to 30 June 2023	1 March 2023	Equal to: <ul style="list-style-type: none"> The Commonwealth's co-contributions to grant payments made under this Agreement for the period 1 July 2022 to 30 June 2023 up to \$16,964,000 or as per clause A11.

	<p><u>Milestone 4</u></p> <p>Payments made or accrued to eligible project proponents consistent with this Agreement for the period of 1 July 2023 to 30 June 2024</p>	<p>1 March 2024</p>	<p>Equal to:</p> <ul style="list-style-type: none"> • The Commonwealth’s co-contributions to grant payments made under this Agreement for the period 1 July 2023 to 30 June 2024 of up to \$8,869,000 or as per clause A11. • Plus any remaining amount that New South Wales was eligible to receive under Milestone 3 if the total Commonwealth contribution was not paid in that financial year.
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SIGN OFF

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

Signed for and on behalf of the Commonwealth of Australia by



A handwritten signature in black ink, reading "Tanya Plibersek", written over a horizontal line.

The Honourable Tanya Plibersek MP
Minister for the Environment and Water

Date: 13.12.22

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



A handwritten signature in blue ink, reading "James Griffin", written over a horizontal line.

The Honourable James Griffin MP
Minister for Environment

Date: 31/1/23