



Burnett Mary REGIONAL GROUP

Practical Solutions for Natural Resource Management

Refer Out 201207128

11 July 2012

The Hon Tony Burke MP

Minister for Sustainability, Environment, Water, Population and Communities

GPO Box 787

Canberra ACT 2601

Attention: Ms Lisa Lindell

Also by email: Lisa.Lindell@environment.gov.au

Dear Minister

Agreement to variation of Conservation Agreement for the Protection, Restoration and Rehabilitation of Habitat for Migratory Shorebirds in the Burnett River Estuary and Associated Areas Queensland – EPBC 2001/422

We refer to the Conservation Agreement for the Protection, Restoration and Rehabilitation of Habitat for Migratory Shorebirds in the Burnett River Estuary and Associated Areas Queensland, made on 21 February 2008, between Burnett Water Pty Ltd (**Burnett Water**), Burnett Mary Regional Group for Natural Resource Management Inc (**BMRG**) and the Commonwealth of Australia (**Conservation Agreement**).

Pursuant to section 308 of the *Environment Protection and Biodiversity Conservation Act 1999* (**EPBC Act**) and clause 12 of the Conservation Agreement, the Conservation Agreement can be varied by written agreement of the Parties. This letter, once signed by the Parties, will operate as a variation agreement for the purposes of the EPBC Act and will vary the terms of the Conservation Agreement in accordance with the terms of this letter. Any terms not defined herein will have the meaning given to them in the Conservation Agreement or the EPBC Act, as appropriate.

The variations that are the subject of this letter agreement relate to:

1. the granting of an extension of time, to 30 June 2014, for BMRG to complete all on-ground activities under the conservation programs.

The Conservation Agreement is due to expire on 30 July 2012. BMRG has advised that it requires an extension of time until 30 July 2013 to complete the on-ground activities under the Conservation Agreement, due to delays caused by flooding in early 2011. Burnett Water has offered to extend the agreement for a further 12 months until 30 July 2014 to ensure BMRG has sufficient time to complete the work; and

2. the granting of permission to BMRG to apply some of the existing funding to the cost of employing a 0.15FTE project officer, to assist in carrying out the work plan activities for the programs described in clause 6 of the Conservation Agreement, for a period of 12 months;

These proposed amendments to the Conservation Agreement will not have any impacts on biodiversity or other *Environment Protection and Biodiversity Conservation Act 1999* matters, and in our opinion satisfy the requirements of sections 305(1)(a), 305(2)(a)(i), 308(2) and 306 of the EPBC Act. The proposed amendments to

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the Conservation Agreement will allow BMRG to implement planned measures to protect, restore and rehabilitate the habitat for migratory shorebirds in the Burnett River and associated areas.

The Parties hereby agree as follows:

Firstly, the Minister, as the representative of the Commonwealth Government, confirms that he is satisfied that this written agreement to amend the Conservation Agreement satisfies the requirements in sections 305, 306 and 308 of the EPBC Act for the variation of conservation agreements.

Secondly, the Parties agree to the following amendments to the Conservation Agreement:

1. clause 2.2(a) is amended to read, "30 July 2014";
2. in both clauses 5.5 and 5.6, "2011/2012" is replaced with "2013/2014";
3. in clause 5.6, "30 July 2012" is replaced with "30 July 2014";
4. clause 5.7 is amended to read as follows:

"BMRG is entitled to:

- (a) receive an Administrative Fee from the Agreement account each quarter (or as the Parties otherwise agree in writing) as remuneration for coordinating the protection, restoration and rehabilitation programs identified in clause 6.1. For the avoidance of doubt BMRG may not receive any other remuneration for its office from the agreement Account; and
- (b) allocate part of the financial contribution paid by BWPL under clause 4.2 towards the reasonable, direct, cost of employment of a 0.15 full time equivalent project officer for a period of 12 months, beginning 1 July 2012 and ending 1 July 2013. who is to be engaged in the carrying out of the programs outlined in clause 6.1."

Thirdly, the Parties acknowledge that Burnett Mary Regional Group for Natural Resource Management Ltd ACN 144 005 229 (**BMRG Ltd**), is the legal successor to BMRG. The definition of "Parties" in the Conservation Agreement includes their legal successors. BMRG Ltd is therefore bound by the Conservation Agreement.

The terms of the Conservation Agreement continue in full force and effect, except to the extent that they are varied by the terms of this letter agreement. This letter agreement will have effect from the date that the last of the Parties has executed this agreement.

Please execute three copies of this letter agreement, and deliver a fully executed copy to each of the signatories hereto.

Yours faithfully,



Penny Hall
GENERAL MANAGER

SIGNED AS AN AGREEMENT

AGREED for and on behalf of the
COMMONWEALTH of AUSTRALIA by

S. Gaddes

(signature)

Shane Gaddes

Acting Assistant Secretary
Compliance and Enforcement S.G.
Environment Assessment Branch

Department of Sustainability, Environment,
Water, Population and Communities

On behalf of:

The Hon Tony Burke MP Minister
for Sustainability, Environment, Water,
Population and Communities

Date: 20 July / 2012

In the Presence of Witness:

[Signature]
(signature)

Kyrna Boulard
(name)

AGREED for and on behalf of
**BURNETT MARY REGIONAL GROUP FOR
NATURAL RESOURCE MANAGEMENT LTD**
(ACN 144 005 229) in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

[Signature]
Director
LANCE STONE

Print Name

12/07/2012
Date

[Signature]
Director/Secretary

ANTHONY RICCIARDI
Print Name

12/07/12
Date

AGREED for and on behalf of **BURNETT WATER PTY LTD ABN 82 097 206 614** by the Chief Executive Officer of SunWater Limited ACN 131 034 985 under Power of Attorney No 711775942 who warrants that the Power of Attorney is valid and has not been revoked:



Witness Signature

Rebecca Leanne Wall
EA to Chief Executive

Print Name



Attorney Signature

Peter Roy Boettcher
Chief Executive

Peter Boettcher

13.07.12

Date