



Derwent Estuary Program

PARTNERSHIP AGREEMENT 2020 - 2025

**A 5 Year Voluntary Partnership between
DERWENT ESTUARY PROGRAM LIMITED**

the

GOVERNMENT OF TASMANIA

the

**BRIGHTON, CLARENCE CITY, DERWENT VALLEY,
GLENORCHY CITY, HOBART CITY and KINGBOROUGH
COUNCILS**

and

**HYDRO TASMANIA, NORSKE SKOG BOYER, NYRSTAR
HOBART, TASMANIAN PORTS CORPORATION and
TASWATER**

for the

**ENVIRONMENTAL MANAGEMENT
OF THE DERWENT ESTUARY**

August 2019

1. PREAMBLE

1.1 The Derwent Estuary lies at the heart of the Hobart metropolitan area and is an asset of great natural beauty and diversity. Named for the Celtic word 'clear water' in 1794, the Derwent has always been an integral part of Tasmania's cultural, economic and natural heritage.

1.2 The following Parties - the Government of Tasmania (the 'Government'), the Brighton, Clarence City, Derwent Valley, Glenorchy City, Hobart City and Kingborough Councils ('the Councils'); Hydro Tasmania, Nyrstar Hobart, Norske Skog Paper Mills (Australia) Ltd, the Tasmanian Ports Corporation and TasWater are committed to working together and with other stakeholders to plan, manage and maintain the intrinsic values and public uses of the Derwent through Derwent Estuary Program Limited (DEP).

The Parties, operating under previous Agreements, established the Derwent Estuary Program Limited (DEP), have also developed cooperative arrangements to coordinate monitoring and communications activities.

1.3 The Parties have developed a long-term Business Plan 2019 – 2024 (the 'Plan') for the Derwent Estuary.

1.4 The primary area addressed by the DEP comprises the Estuary between New Norfolk and a line between Tinderbox and the Iron Pot. However, these boundaries may be extended as needed to address relevant issues associated with the catchment or nearshore coastal waters and how they impact the estuary.

1.5 The purpose of this Agreement is to facilitate the Plan's implementation by the Parties, stakeholders and the community through the DEP.

1.6 The Parties agree that the contents of this Agreement and the Schedules represent a voluntary partnership for sustainable management in the Estuary to operate from the 1 July 2020 and concluding on the 30th June 2025, or as otherwise determined by the Parties.

2. DEP OBJECTIVES, STRATEGIES AND IMPLEMENTATION

2.1 The Parties agree that the principal objective of the Plan is to ensure that DEP achieve the Objects of the Company (as outlined in the Constitution and in clause 2.2) so that the Derwent Estuary is a healthy and diverse ecosystem that supports a wide range of recreational and commercial uses and is a source of community pride and enjoyment.

2.2 The Parties agree that implementation of the Plan through the DEP will provide support for the Objects of the Company:

- to advance the natural environment connected with the Derwent Estuary through its protection and enhancement;
- to maximise the health and diversity of the Derwent Estuary, such that it supports a wide range of recreational, tourism and commercial uses and initiatives and is a source of community pride and enjoyment;
- to coordinate initiatives to reduce water pollution, conserve habitats and species, monitor river health, and to promote greater use and enjoyment of the Derwent Estuary;
- to support monitoring activities and scientific investigations, and to compile

and distribute relevant information in internal and public reports, in each case connected with the Derwent Estuary;

- to support the management and reduction of pollution in the Derwent Estuary, including sewage, contaminated sediments, industrial discharges, marine waste and urban and catchment runoff;
- to support the conservation of estuarine habitats and species, and management of marine pests, coastal weeds and river flows;
- to support informed planning, policy and assessment by providing scientific information, guidelines and professional advice;
- to provide information and education about the Derwent Estuary, so as to improve understanding, awareness of, and participation in, the Derwent Estuary, as well as celebrating achievements;
- to participate in and support other organisations and programs whose focus is the advancement of the natural environment connected with water systems other than the Derwent Estuary;
- to establish and maintain a public fund to be called the Derwent Estuary Fund (or with such other name as the Board determines) (**Fund**) for the specific purpose of supporting the environmental objects and purposes of the Company. The Fund is established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account. The Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the Income Tax Assessment Act 1997 (Cth);
- to undertake fundraising activities for the purposes of implementing the objectives and strategies of the Company in furtherance, or in aid, of the objects above; and
- to take such other steps which are necessary or preferable to achieve or further the objects above.

2.3 The Parties agree that the key objectives in the DEP Plan are to:

- Operate the DEP so that it is legally compliant and financially sound.
- Continue and improve monitoring methods of water, sediments, seafood and habitats.
- Facilitate the reduction of nutrients entering the estuary from point and diffuse sources.
- Facilitate the reduction of heavy metal levels in the estuary from point and diffuse sources.
- Facilitate the improvement of water quality at beaches and bays.
- Grow, maintain and enhance the function of high priority habitats.
- Facilitate an increase in the numbers of iconic species.
- Increase awareness of DEP and its programs.

2.4 The Parties agree to implement these strategies through an annual action plan presented in Schedule 2, and to review and update this Schedule annually by 31st March each year.

2.5 The Parties agree that additional agreements to implement major strategic projects may be developed, subject to Board approval.

2.6 The Parties agree to review and update the Plan in Schedule 1, as required, to ensure it provides the long-term direction and strategies for the sustainable management of the Estuary.

3. DEP STRUCTURE

3.1 DEP Limited is a registered Company Limited by Guarantee with the Australian Charities and Not-for-Profit Commission and governed by a Constitution. Members of the Company include the Parties as noted in clause 1.2.

3.2 The Parties, while recognising and maintaining their respective roles and responsibilities, agree to adopt the DEP and the following structure as the principal means to:

- achieve the objects of the company (as outlined in the Constitution and clause 2.2) by working together and facilitating implementation, review and updating the Plan and this Agreement;
- provide leadership, coordination and a 'whole of government' strategic approach to estuary management; and
- ensure open and positive communication and consultation, to inform and involve the community and stakeholders in estuary management.

3.3 The Parties agree to arrange meetings of the Premier, relevant Ministers, Council Mayors and industry leaders, as required, in the course of the implementation of the DEP to formally review and resolve key elements of the Plan.

3.4 The Parties agree to continue the operation of the DEP Board and the Members Committee (the Members Committee comprising of the Director of the EPA, the State Manager of Environmental Health Services, the General Managers of the Councils and the CEOs of industry partners) to:

- ensure the DEP Plan and its objectives and strategies are integrated into the respective policy and planning documents of the Parties and other stakeholders;
- oversee and coordinate implementation of the Plan, including its review and revision, on the advice of the Technical Working Group;
- engage other representatives of the Parties or stakeholders to assist the DEP, as required;
- develop further agreements and/or form special purpose task forces or working groups, where necessary, to ensure the implementation of the Plan's strategies and actions;
- review the results achieved by the implementation of the Plan and this Agreement;
- arrange DEP meetings and provide periodic reports and information for the Premier, State Government Ministers, Council Mayors and industry leaders; and
- oversee the provision of information and consultation, as required, on the DEP Plan and this Agreement with stakeholders and the community.

3.5 The Parties agree to coordinate the provision of advice to the DEP Board and Members Committee through the continued operation of the DEP Task Forces and Working Groups, comprising representatives of Government Agencies, the Councils, industry and key stakeholders, by invitation from DEP staff.

3.6 The Parties agree to maintain support for the DEP staff whose role is to provide executive, scientific, technical and administrative support, to assist the DEP Members Committee, Task Forces and Working Groups to undertake other tasks as directed by the Board.

3.7 The Parties agree that the DEP Board and Members Committee will liaise with and, where required, resolve agreements and joint working arrangements with

other stakeholders and the community to ensure effective implementation of the Plan.

3.8 The Parties agree to consult widely with the community, industry and all stakeholders on Estuary issues, the Plan and its implementation.

4. DEP RESOURCES

4.1 The Parties agree to commit the time and resources needed to implement this Agreement and to jointly provide the resources needed to progressively implement the Plan and support the DEP CEO in doing this.

4.2 The Parties agree to commit funds for the 2019/20 financial year as outlined in Schedule 2 and to review and update funding commitments in this Schedule annually by 31st May each year.

4.3 The Parties agree to cooperate to secure additional resources that may be required to implement the Plan and priority projects.

5. DEP COMMUNICATIONS, REPORTING AND REVIEW

5.1 The Parties agree that communications will be coordinated through a representative Communications Advisory Group, and that all media releases will be circulated to the Board and Members Committee in advance.

5.2 The Parties agree that annual technical reports and five yearly State of the Derwent reports will be prepared by DEP scientists for review by the representatives on DEP Task Forces and Working Groups before circulation to the Board and Members and prior to information being made public.

5.3 The Parties agree that an annual report on the DEP for the financial year will be prepared by the CEO and presented to the Board and Members Committee by 30th October each year.

5.4 The Parties agree to review the performance of this Agreement, including annual work plans, before 31st March each year and where agreed make appropriate amendments for the subsequent financial year.

5.5 The Parties agree to complete a major review of the Agreement before the end of the 5-year period and determine whether the DEP should be continued and, if so, under what terms, conditions and arrangements.

Signed by:

Date: 26 August 2019

The Honourable Peter Gutwein, MP
Minister for the Environment

Signature: _____

Alderman Anna Reynolds
Lord Mayor of Hobart City Council

Signature: _____

Councillor Tony Foster
Mayor of Brighton Council

Signature: _____

Alderman Heather Chong
Mayor of Clarence City Council (Acting)

Signature: _____

Councillor Ben Shaw
Mayor of Derwent Valley Council

Signature: _____

Alderman Kristy Johnston
Mayor of Glenorchy City Council

Signature: _____

Councillor Dean Winter
Mayor of Kingborough Council

Signature: _____

Mr Michael Brewster
TasWater

Signature: _____

Mr Dale Richards
Norske Skog Paper Mills (Australia) Ltd

Signature: _____

Mr. Reinhardt Viljoen
Nyrstar Hobart Smelter

Signature: _____

Mr Anthony Donald
Tasmanian Ports Corporation

Signature: _____

Mr Stephen Davy _____
Hydro Tasmania

Signature: _____

SCHEDULE 1

DERWENT ESTUARY PROGRAM

Business Plan 2019 - 2024

SCHEDULE 2

DERWENT ESTUARY PROGRAM

2019/20 IMPLEMENTATION PLAN AND BUDGET