

**EDEN RESORT HOTEL PTY LTD  
ABN: 59 091 363 165**

# **CATTLE BAY MARINA**

# **E.M.P.**

## **Environmental Management Plan**

**JANUARY 2013**

Prepared by:



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## 1. OBJECTIVES OF PLAN

This Environmental Management Plan (E.M.P.) has been prepared in order to meet the following objectives:

- A. To ensure that all relevant issues associated with the occupation, usage, inspection, maintenance and repair of the Cattle Bay Marina are identified and documented and that effective plans are prepared and implemented to provide a safe and well-managed asset.
- B. To satisfactorily manage contaminated sediments during the operational phase of the marina.
- C. To satisfy the compliance requirements of the relevant Conditions of Development Consent imposed on the Cattle Bay Marina.
- D. To satisfy the requirements of all other statutory and regulatory authorities.
- E. To comply with the relevant requirements of the Cattle Bay Marina Head Lease.
- F. To identify the management resources involved in the ongoing implementation of this Plan and to define their authorities and responsibilities.
- G. For implementation and periodic review and update by the Marina Manager. This plan shall be updated every five (5) years.

This EMP is applicable from the time of completion of the redevelopment of the marina and is to be in place for as long as the marina is operating. It should be subject to periodic review at no longer than three yearly intervals.

## 2. REQUIREMENTS OF GOVERNMENT AUTHORITIES

In addition to the conditions attaching to development consent and Head Lease, regard has also been given to the following requirements of the respective Government Authorities in connection with issues related to Marina operations, these are:

- a. **New South Wales Health**
  - Fuel and Oil Spillage – prevention of spreading
  - Discharge of waste including soil and chemical closet wastes from mooring boats
  - Sewage pump-out – accidental spillage
  - Collection, on a regular basis, and disposal of visible garbage or other materials in the marina waters.
  - Collection, storage and removal of garbage from the marina.
  
- b. **NSW Maritime**
  - Navigation Lights
  - Noise
  - No discharge of vessel outlets in the marina
  - Pump-out facilities and maintenance thereof
  - Prevention of oil and fuel spillage
  - Fire extinguishing appliances – maintenance thereof and restriction of use
  - Living aboard vessels for extended periods  
(Not permitted at the Marina)
  
- c. **NSW Department of Environment and Conservation**
  - Chemical control in relation to organo-tin wastes
  - Noise
  - EPA Licence

### **3. MANAGEMENT ORGANISATION**

The Cattle Bay Marina operations team is lead by the Marina Director/Owner who shall have the overall responsibility for Marina operations and maintenance. The Marina Director/Owner is assisted by the Marina Manager, and Marina Dockmasters.

The Cattle Bay Marina will be governed by the marina berthing terms and conditions and/or rules and regulations registered with its Head Lease. The development consent conditions require the Marina Manager to adopt this EMP.

The Marina Manager shall be responsible for the effective implementation of this Plan, and for obtaining the necessary approvals from the Marina Director/Owner for the timely procurement of all resources required. The Marina Manager shall also be responsible for directing and managing all resources engaged in accordance with this plan and accepted good practice for modern marina management. The Marina Manager shall be directed by and shall report to the Marina Director/Owner or its delegated representative(s).

## 4. MARINA MANAGEMENT GUIDELINES

The Cattle Bay Marina as shown on plan in **Appendix A** constitutes a key facility complementing Snug Cove by providing direct access to Eden Harbour for residents and visitors to Bega Valley Shire.

Cattle Bay Marina will set up procedures and methods which will assist all Marina users to enjoy the safe use of the Marina facilities and services including all navigable waterways within and adjacent to the Cattle Bay Marina whilst observing the rules and regulations designed to protect the marine and local environment.

Cattle Bay Marina will establish a basic training program for the Marina users and the Marina staff, as well as all visiting specialist contractors who shall undergo induction training including relevant sections of this Plan before commencing any work on site.

Cattle Bay Marina will ensure, in accordance with current OH&S Regulations, all contractors will be required to prepare and provide Safe Work Method and Public Liability Insurance Statements prior to commencing work. These statements shall be reviewed by Cattle Bay Marina to verify consistency with this Plan and compliance with all statutory requirements before any work is undertaken.

By environmentally auditing the site each year, Cattle Bay Marina will ensure that all its environmental priorities are included into the decisions of all their services and will:

- Eliminate the unnecessary use of energy by introducing best industry site-specific practices where possible and ensuring any current practices to reduce usage are relevant.
- Avoid waste and encourage the conservation, reuse and appropriate recycling of resources.
- Reduce air, land and water pollution in a process of continuous improvement.
- Actively manage and monitor the minimisation of noise pollution, especially relating to possible impacts on adjoining properties.
- Apply principles of risk management in order to pre-empt rather than respond to environmental problems and always apply the 'precautionary principle'. This will be achieved through the implementation of a site-specific maintenance schedule and this environmental management plan.
- Promote understanding and participation in environmental issues through education, information provision and consultation with employees specifically, customers, local residents and the community generally.
- Review all its environmental practices annually.
- Work with industry and other stakeholders at a local level to encourage good environmental practices.

Cattle Bay Marina shall maintain an updated listing showing the following details in the Management Office:

- Vessel Name
- Vessel Dimensions
- Vessel Type and Model
- Vessel registration details
- Owners name and contact details
- Tenants name and contact details
- Induction completion dates for each marina user
- Training attendance dates for each marina user

Cattle Bay Marina shall maintain Marina Manager and Dockmaster Reports recording incidents and site conditions. This should take the form of a checklist containing the following headings:

- Incidents and actions taken
- Visits by statutory authorities
- Complaints received and actions taken
- Matters requiring notification to the Marina Director/Owner.

All Marina users must sign a standard/typical Marina berthing agreement **Appendix B** upon arrival at the marina.

## 5. INDUCTION/TRAINING

Cattle Bay Marina will ensure that the Marina management, Marina staff, Marina tenants and Marina users are provided with appropriate training and instruction in the safe use and management of the Marina facility respectively. Of particular concern are those elements concerning safety of persons, vessels and property, environmental management, hazard and fire management, storm preparation and clean up, fuel and oil spillage response, solid and liquid waste management, sewage pollution control, movement and mooring of vessels, navigation safety, water quality management, user amenity and Marina berthing terms and conditions and/or rules and regulations compliance.

- i) Utilise the Guidelines for Marina Management, Marina Maintenance, Marina Operations and the Marina berthing terms and conditions and/or rules and regulations contained within this plan as training reference documents.
- ii) Establish a practical training program covering all aspects of the Marina operations and maintenance, with particular emphasis on safety, environmental management, storm procedures, fire and hazard response procedures and medical emergencies.
- iii) Measure effectiveness of the training program by regular inspections of facilities and activities and monitoring of Marina user complaints **Appendix C** and suggestions for improvements.
- iv) Measure Marina Manager's performance by an appraisal to be reviewed by the Marina Director/Owner.
- v) Ensure that all Marina staff both permanent and casual be trained in all facets of Marina operations and maintenance as set out in Management Plans.
- vi) Ensure Marina staff develop and maintain a personal commitment to constant improvement in both corporate and personal performance through the establishment of performance measurement and staff reward mechanisms.
- vii) All permanent Marina staff shall be trained in Marina operations so as to assist each other where possible.



## 6. SAFETY

Cattle Bay Marina will provide systems and procedures for the protection and safety of all persons utilising the Marina and facilities as well as the protection of Marina property and the property of Marina users, including boat owners and guests.

- i) Ensure that Environmental Management Plan and the Marina berthing terms and conditions and/or rules and regulations are issued to all Marina users. Plus display a summary of this EMP around the site.
- ii) Recommend and maintain adequate signposting within the Marina highlighting safety issues and providing warnings to vessels navigating in the vicinity.
- iii) Recommend and maintain lifesaving equipment including emergency life buoys (with whistles fitted) and apparatus to facilitate exit from the water.
- iv) Conduct regular inspections of all berthed vessels to confirm mooring line and fendering systems integrity and normal level of vessel at waterline.
- v) Instruct Marina berth users in the securing of their vessels at berths to ensure no part of the vessel overhangs defined lease boundaries. The Mooring Line Plan to be used by all vessels.
- vi) Ensure boardwalks, gangways and berthing pontoons are free of loose equipment that may hinder safe pedestrian access and movement of emergency personnel and equipment.
- vii) Formally notify the Maritime Authority in writing of any incident where a person on a pontoon is knocked off their feet due to the motion of the pontoon. The notification shall comprise a report investigating the incident and identifying the likely cause(s).
- viii) In the event of falling in the water accidentally, or responding to a call for help from someone who has fallen in, the following procedure shall be followed:
  - a. Raise the alarm by calling "Man Overboard - Help" in a loud voice. Continue until help arrives.
  - b. If possible, throw the person in the water a life buoy from the nearest safety equipment cabinet or moored vessel, whilst holding on to the loose end of the attached retrieval line.
  - c. Guide the person in the water towards the nearest boarding apparatus or towards the nearest safe exit point and assist them from the water.
  - d. Report any water safety incident to the Marina Manager promptly.
  - e. If the person in the water is unable to help themselves or you suspect they may have suffered an injury in their fall, call '000' immediately.

- ix) The users of the site shall adhere to the site operating rules and any specific code of conduct and be aware of liquid, fuel and other substances that may be a hazard.
- x) The users of Cattle Bay Marina shall ensure that all equipment is operated according to the agreed methods of operation.
- xi) The manager of Cattle Bay Marina shall undertake an annual review of the site and identify additional hazards.

## 7. FIRE PREVENTION

- i) The primary consideration is to ensure personnel and public safety by effective management of hazards which may generate fires, including on-board fires due to fuel / gas leakage and ignition and explosion / fire caused by vessel collisions.
- ii) In the event of a fire or explosion, the primary responsibility is to ensure that all persons are quickly evacuated to a safe area and fire authorities notified immediately. In the case of injured persons, they should not be moved unless they are in a position of continuing danger. After personnel have been removed, all surrounding mobile property, including boats, and other portable items should be removed to a safe area.
- iii) Conduct training drills on a regular basis involving the Marina Management staff and Marina users to ensure all are familiar with fire and explosion risks and response procedures, including notification of emergency services and movement of adjacent vessels away from the danger zone.

If a fire or explosion is observed aboard a berthed vessel marina staff and users must respond as follows:

- a. Raise the alarm by calling "Fire" in a loud voice until help arrives
- b. Assist in moving any injured persons away from danger
- c. Ensure Fire authorities are notified promptly
- d. Assist in fighting the fire as required

## **8. MEDICAL EMERGENCY**

- i) Ensure that all medical emergencies in the Marina are handled as quickly as possible and the site is adequately equipped to manage them.
  
- ii) The Marina Manager shall establish and ensure the ongoing maintenance of an accessible first aid kit containing adequate first aid equipment and supplies.
  
- iii) The Marina Manager shall be responsible for co-ordination of activities in the event of any emergency.
  
- iv) All such emergencies shall be recorded by Marina staff and reported to the Marina Director/Owner promptly.

## 9. HAZARD MANAGEMENT

Management tasks are set out hereunder in relation to potential hazard:

### i) Fuel/Oil Spills or leaks from berthed vessels

Marina Manager shall conduct regular inspections to monitor the site for leaks and spills.

A spill kit clearly labelled and easily accessible will be in place. This spill kit will consist of booms to adequately fit around spill and all adjacent drains plus correct absorbent materials to uncontaminated area from spill.

Marina staff and users will be trained in the correct procedures and correct usage of spill kit.

Marina staff will undergo hazardous materials handling training and be trained to a high level of competency.

### ii) Sinking of Vessels

a) Marina Management to maintain an Ownership Register of vessels to enable ready contact at all times with owners or their nominated representative.

b) Marina Management to take all necessary action to prevent the sinking of any vessel.

### iii) Fires / Explosions and Fire Water Runoff

a) Cattle Bay Marina shall provide a training program for mooring owners and users in the use of fire fighting equipment.

b) A regular liaison and consultative meeting shall be undertaken with the local Fire Brigade service for the purpose of identifying access to the Marina.

### iv) Discharge of Sewage and Waste

(a) Cattle Bay Marina shall establish procedures for the users of the nearby sewage pump out facility so they are adequately trained in the correct use of the equipment.

(b) Cattle Bay Marina shall monitor the site to prevent discharges of bilge water and grey water from sinks, showers or other sources

### v) Electrical Equipment Hazards

Cattle Bay Marina shall provide procedures so that Marina users are familiar with the safe use of electrical equipment near water, the need to use and testing of earth leakage circuit breakers before each use of power leads connected to berth services pedestals.

## 10. MARINA MAINTENANCE

- i) Cattle Bay Marina shall undertake/arrange the following maintenance inspections:
  - a) Weekly – by Cattle Bay Marina
    - Floating berthing pontoons
    - Piles
    - Gangways
    - Service reticulation and outlets for power, water and lighting
    - Fuel spill containment booms
    - Fire-fighting equipment
    - Sewage pump out facility
    - Navigation aids
    - Signs
- ii) Cattle Bay Marina shall inform all Marina users of the Marina berthing terms and conditions and/or rules and regulations, requiring them to report any breakdown or malfunction of equipment promptly.
- iii) All major repairs and maintenance to the Marina are to be carried out by the marina manufacturer/supplier.

DAILY MAINTENANCE SCHEDULE for month of \_\_\_\_\_

JOB DESCRIPTION	COMPLETED or EXCEPTION NOTED
<b>Marina</b>	
Check ramps	
Check for any loose waste	
Location of waste bins & disposal	
<b>Yard / Area - General</b>	
Outside contractors	
<b>Building</b>	
Check water taps	
<b>Noise</b>	
Power tools	
Air compressors	
<b>Spillage</b>	
Check containers are safely positioned	
Check all spill trays	
<b>GENERAL</b>	
General clean-up	
Sweep floors	
Sweep benches	
Clean machines	
Check noise levels for radios etc	
<b>Waste removal</b>	
Sort recycling	
Check all bunding	
<b>Staff</b>	
Safe behaviour	
Smoking policy	

Initial each day upon completion of schedule

1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

## 11. NAVIGATION SAFETY

- i) Regularly inspect water surface adjacent to Marina to identify any floating obstacles to navigation [eg floating debris following heavy rain] and remove.
- ii) Regularly inspect navigation aids installed including signs to ensure their effective operation and visibility.
- iii) Marina users will be educated as part of their marina induction they will also be given a brief outline of navigational rules. All marina customers will be required to have a current valid NSW Boat License (or equivalent) before berthing at the marina.
- iv) Marina users will also be instructed to not exceed 4 knots when navigating around the Marina and navigate with caution in the main shipping lanes of the waterway.



## 12. SIGNAGE & LIGHTING

- i) Ensure reliable operation of lights.
- ii) Preserve the general amenity of the Marina by taking action on unsafe navigation of vessels, wash and vessel noise impacts to ensure the observance of requirements of the Maritime Authority where applicable.
- iii) Erecting appropriate navigation warning signs.
- iv) The Marina Manager shall monitor vessel movements within the Marina fairways and immediate approaches and take all necessary action to ensure that all vessels berthed at the Marina navigate safely without causing danger to other moored vessels or persons using the Marina facilities.
- v) The Marina Manager shall ensure erection of signs as required.
- vi) The Marina Manager will regularly inspect and effectively maintain all lights, signs and navigation aids to ensure complete operational integrity at all times.
- vii) Ensure vessels take all reasonable steps to reduce the need for permanent lighting.
- viii) To ensure the safety of pedestrians, visitors or users with wheelchairs or with other physical disabilities, lighting of all walkways and pontoon wharf walkways will conform to the safety requirements of AS/NZS 1158.3.1.
- ix) To ensure the proposed development does not create any adverse night lighting effects on the surrounding roads and residential areas, all indoor and outdoor lighting will be designed and installed to ensure that appropriate lighting guidelines and thresholds as specified by AS 4282 - 1997: Control of the obtrusive effects of outdoor lighting.
- x) To ensure that all lighting associated with the development is designed, installed and maintained properly for the two conditions above, it will be designed, installed and maintained according to the specifications of AS/NZS 3827

### **13. SOLID WASTE MANAGEMENT**

Prevent degradation of the Marina and the adjacent waterways by implementing controls concerning litter accumulation and disposal consistent with health requirements.

- i) No garbage or waste materials shall be permitted to be placed on the Marina pontoons and the Marina users will be notified of this restriction in the Marina berthing terms and conditions and/or rules and regulations and by appropriate signage.
- ii) The Marina Manager shall ensure that any visible rubbish or other materials discharged or blown into the water shall be collected and disposed of properly.
- iii) Advise Marina users that no garbage or waste materials shall be permitted to be placed on the Marina pontoons.
- iv) Adequate waste receptacles will be provided and Marina users will be instructed to use the marina waste recycling and disposal facilities.
- v) Recycling bins for glass, paper and aluminium cans will be provided. Waste and recycling containers will be clearly labelled and will all have lids to prevent litter escaping. Marina staff will check them regularly and external collection will be regular and when required during peak seasons.

## 14. LIQUID WASTE MANAGEMENT

- i) Cattle Bay Marina staff shall undertake regular inspections of the harbour waterways for detection of wastes, debris, oil slicks, coloured dye and other such material, and will trace the source in order to stop the discharge where possible and report to the Marina Manager.
- ii) Cattle Bay Marina to provide practical training in the use of sewage pump-out facility including effective clean up of any accidentally spilt effluent during training and induction of all vessel owners at the Marina.
- iii) No liquid wastes such as oils or solvents will be released into the sewer or stormwater drains, on the ground or into trenches.
- iv) Liquid wastes will be stored within a double lined bin for liquid waste with a self closing lid while awaiting collection by a licensed contractor.
- v) All marina user boat owners will be encouraged to place bilge water absorbent materials in their bilges.

**15.**

**WATERWAY POLLUTION**

- i) Cattle Bay Marina shall train the staff to deploy booms in the event of an emergency and the appropriate use of the absorbent materials for clean-up activities.
- ii) Cattle Bay Marina shall conduct periodic inspections of the water surface in the vicinity of the Marina and arrange for prompt removal of any unsightly flotsam / jetsam, particularly anything which creates a navigational hazard to vessels.
- iii) Maintain clear operating instructions for users at the sewage pump-out facility and weekly check that facility is operating correctly.
- iv) Provide practical training in the use of a sewage pump-out facility including effective clean up of any spilt effluent during induction of all vessel owners on initial arrival at the Marina.

## **16. AIR QUALITY AND GENERAL AMENITY MANAGEMENT**

Cattle Bay Marina shall monitor compliance by all occupiers with the requirements of the Marina berthing terms and conditions and/or rules and regulations relating to Air Quality and General Amenity of the Marina and adjacent waterways.

## 17. WATER QUALITY

- i. Ensure that the safeguards implemented for water quality control are effective
- ii. Ensure that the water quality within the Marinas lease areas is maintained at a high level.
- iii. Detect and trace the source of any adverse impacts on water quality.
- iv. Take all necessary steps to remove /rectify water pollution causes within the Marina facility
- v. Implement a water quality testing program:

Tests are to be carried out at locations inside and outside the Marinas lease area to provide a comparison between the site and the adjacent waterways.
- vi. Testing is to be carried out by a firm qualified and NATA registered for the purpose.
- vii. Test reports are to include a comparison of results with relevant water quality standards and recommendations for any action required to correct non-compliance.

**18.**

**ANTI-FOULING HAZARDS**

- i. To prevent the use of environmentally hazardous antifouling paints containing tributyltin, organo-tin and other similarly hazardous components on vessels berthed at Cattle Bay Marina.
- ii. Incorporate in Marina berthing terms and conditions and/or rules and regulations that the use, discharge or disposal of such compounds within the Marina is prohibited.
- iii. Any vessel violating this condition shall be banned from the Marina until the offending material is removed.

## **19. STORMS**

- i) Provide all berth users with storm preparation procedures.
- ii) Ensure adequate supplies of emergency equipment are readily available.
- iii) Ensure that all vessel owners and crews are provided with information relating to appropriate precautions to weather the storm, including removal and stowage below decks of all furled sails and loose deck equipment and fittings. All bimini covers shall be removed and stowed.
- iv) Ensure that vessel owners and crews are familiar with the location of emergency supplies and equipment.



## 20. NOISE AND GENERAL AMENITY

- i) Ensure the overall amenity is preserved for Marina users, including vessel crews, passengers, and local residents by controlling noise and smoke emissions and other disturbing influences.
- ii) Ensure the visual amenity of the site for all users, visitors and local residents is maintained.
- iii) Ensure that Marina berth users observe Marina berthing terms and conditions and/or rules and regulations requiring them to secure all lines, rigging and halyards so as to prevent noise from rigging slap and the like.
- iv) In the event of rigging and halyard noise occurring upon an unattended vessel, the Marina Manager shall have authority to board the offending vessel for the purpose of stopping noise.
- v) The Marina Manager will take action to ensure full compliance with Marina berthing terms and conditions and/or rules and regulations which prevent the excessive running of engines whilst at Marina berths. Excessive idling and revving of engines will be policed and avoided. Excessive smoke from engines should be monitored and appropriate preventive action taken.
- vi) The Marina Manager will ensure Marina users preserve the visual amenity of the Marina and do not hang washing or items of clothing from the rigging or superstructure of vessels.
- vii) The Marina Manager will ensure that Marina users will refrain from using public address systems as well as loud hailers, sound horns and the like, and will direct that radios, musical equipment and other noise generating apparatus will be kept to a minimum level at all times.
- viii) The Marina Manager will ensure that alcoholic beverages are not consumed within the Marina except on board private vessels.
- ix) The Marina Manager will ensure that Marina berthing terms and conditions and/or rules and regulations restrictions on animals within the Marina are observed. Animals aboard vessels shall be subject to Marina noise control requirements.
- x) The Marina Manager will ensure that all vessel owners are aware of and comply with the requirements of the Bylaw prohibiting the installation and operation of intruder alarm devices aboard vessels with an audible signal having a cut-off period greater than 10 minutes.
- xi) The Noise Management Plan in Appendix D must be complied with.

## 21. CONTAMINATED SEDIMENTS

Contaminated sediments exist within a part of the area occupied by Cattle Bay Marina. The approximate extent of contaminated sediments is shown in **Figure 1**.

The contaminants of concern are copper, mercury, lead, Polycyclic Aromatic Hydrocarbons (PAHs) and Tributyltin (TBT). The sources of contamination are considered to comprise a combination of estuary wide sources (diffuse source urban runoff entering the Parramatta River and Sydney Harbour upstream), atmospheric sources, and local sources comprising nearby stormwater outlets and the former slipway at Cattle Bay Marina.

It is important that activities undertaken during operation of the marina do not cause significant disturbance of the contaminated sediments. Such activities could include:

- removal of piles;
- installation of piles;
- excessive vessel speed.

It is ultimately the responsibility of the Marina Owner to ensure activities at the marina do not cause significant disturbance of contaminated sediments. The Marina Manager and Marina Dockmasters shall assist the Marina Owner in management of this issue.

Any activities that are likely to disturb contaminated sediments should be carried out in accordance with the relevant requirements in the Construction Environmental Management Plan (CEMP) for Cattle Bay Marina and advice from an experienced environmental consultant. Speed limits in the marina should be strictly enforced (refer **Section 11**).

22.

APPENDIX - A



23.

APPENDIX - B – Page 1



MARINE CRAFT BERTHING, STORAGE AND MOORING AGREEMENT



**AGREEMENT**

Agreement No. ....

BETWEEN ..... (Licencee) [Partner's Name] .....

of ..... ACN. ....

Telephone (Home) ..... (Bus) ..... (Mob) ..... (Fax) .....

Boat Driver's Licence No. ....

AND ..... hereinafter called Licensor

of ..... ACN. ....

Telephone (Home) ..... (Bus) ..... (Mob) ..... (Fax) .....

TO supply marina  berth  moor  store facilities  tender service and use marina facilities for: **Tick one box only and initial.**

**LICENCEE'S MARINE CRAFT ("the craft")**

Registration Number: ..... Name of the Craft: .....

..... Type: ..... Model: .....

Year: ..... Manufacturer: .....

Hull Identification (Boatcode) No. ....

Inboard / Outboard / Stern Drive / Sail / Single / Twin / Petrol / Diesel / Fibreglass / Aluminium / Timber / Steel

Colour/Markings: .....

Centreline Length: ..... Max. Beam: .....

Draft: ..... Engine Brand: ..... hp: ..... Year: .....

Serial No: .....

Insurance Company ..... Policy Number: ..... Expiry Date: .....

At or near ..... ("the Property")

**SECURITY DEPOSIT**

On the signing of this Agreement the Licencee shall pay to the Licensor or its authorised agent the sum of \$..... as a security deposit which shall be refunded to the Licencee on the termination of this Agreement subject to the right of the Licensor to deduct from the security deposit any amounts whatsoever that are due and payable by the Licencee to the Licensor under this Agreement.

**LICENCE FEE**

The Licencee shall pay to the Licensor a licence fee of \$..... per  temporary stay  week  month  quarter

The fee is payable: weekly, monthly, quarterly in advance or as the Licensor may direct in writing.

All licence fees shall be paid by way of  cheque  credit card  direct debit from the Licensor's nominated account.

If payment is to be made by credit card or direct debit a separate form needs to be completed.

All fees and payments are inclusive of Goods and Services Tax.

**LICENCE TERM ("the Licence Term")**

The terms of the licence shall be  weekly  monthly  quarterly  year commencing / /20

at am/pm and thereafter on a  temporary stay .....  weekly  monthly  quarterly  yearly basis

Berth No. .... Mooring No. .... Hard Stand No. ....

**LICENCEE'S ACKNOWLEDGEMENT**

I, the Licencee acknowledge that I have received a copy of this agreement signed by me and certify that I have carefully read the agreement including the Conditions printed overleaf and agree to those Conditions as part of the Agreement. I am over eighteen (18) years of age.

Dated this ..... day of ..... 20 .....

Signature of Licencee .....  
Signature of Licencee

Signature of Witness .....  
Signature of Witness

Licensor copy - white Licencee copy - yellow

© MANSW V5 AUG 2005



## CONDITIONS

**1. INTERPRETATION**

In this Agreement

- (a) words importing the singular number include the plural and vice versa and words denoting a gender include all other genders;
- (b) the word person includes a firm, a body corporate, an unincorporated association and an authority.
- (c) headings are for convenience only and do not affect the interpretation; and
- (d) references to any party to this Agreement shall include that party's executors, administrators and permitted assignees.

**2. LICENCE TO USE AND OCCUPY THE LICENSOR'S MARINA FACILITIES ("the facilities")**

The Licensor grants to the Licensee a personal non-exclusive right to use and occupy the Facilities to: berth, or store or moor or dock the craft. Cross out the part that does not apply and initial.

**3. OBLIGATIONS OF THE LICENSEE**

The Licensee agrees that

- (a) it shall operate, maintain and store the vessel and its equipment with due care and diligence;
- (b) it shall be at the licensee's own expense to keep and maintain the vessel and its equipment including but not limited to the ropes, lines, chains and tackle of, on or attached to the vessel (which ropes, lines, chains and tackle shall remain the property of the licensee) in good and proper working order and condition and in good and substantial repair;
- (c) it shall be responsible for all damage to the Property, or to persons using the Property, arising from any act, omission, neglect or default by the Licensee or its employees, agents, contractors or invitees;
- (d) it shall indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor shall or may become liable in respect of or arising from loss, damage or injury to any person or property arising out of the use of the Facilities or any act, omission, neglect, breach or default by the Licensee or its employees, agents, contractors or invitees;
- (e) it shall comply with the Rules and Regulations determined by the licensor from time to time with respect to the management of the Property, including any amendments made thereto by the Licensor from time to time;
- (f) it shall use the Facilities solely for the use and enjoyment of the Craft.
- (g) it shall not assign, sub-license or part with possession of the Facilities;
- (h) during the term of this Agreement and while the Craft is moored, stored or berthed at the Facilities, it shall not sell or attempt to sell the Craft or advertise the Craft for sale without the prior written consent of the Licensor or its authorised agent;
- (i) during the term of this Agreement and while the Craft is moored, stored or berthed at the Facilities, it shall not carry out or have carried out repairs and/or maintenance on the Craft without the prior implied or express authority of the Licensor or its authorised agent.
- (j) the Licensor shall note that under all relevant legislation, all forms of pollution are prohibited. Any person or Licensor contravening this legislation leaves themselves open to action by all State and Federal authorities.
- (k) it shall take out and maintain proper and adequate insurance including public liability insurance in respect of the Craft and its fittings and contents;
- (l) it shall promptly comply with the requirements of all statutes, regulations and by-laws relating to the use and occupation of the Property. Without limiting the generality of the foregoing, the Licensee shall comply with and shall cause all of its employees, agents, contractors and invitees to comply with the provisions of any legislation and regulations made thereunder relating to pollution affecting any part of the environment and however caused including but not being limited to all relevant State and Federal legislation. The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor shall or may become liable in respect of or arising from any act, neglect, breach or default by the Licensee, its employees, agents, contractors, or invitees under this clause.

**4. LIABILITY OF LICENSOR**

The Licensee agrees and acknowledges that the Licensor shall not be liable for the care and protection of the Craft and its fittings and contents and shall not be liable for any loss or damage (including consequential loss or damage) however caused which may be suffered or incurred or which may arise directly or indirectly by or in respect of the Craft or its fittings or contents. To the full extent permitted by law, all implied terms and conditions are hereby excluded. Where an implied term cannot be excluded, the liability of the Licensor is limited (to the extent permitted by law) to the resupply of the affected goods and services or the cost of resupply of those goods or services

**5. EMERGENCY PROCEDURES**

The Licensee agrees and acknowledges that the Licensor may in the event of an emergency and its sole discretion move the Craft at the risk and expense of the Licensee.

**6. LIEN**

The Licensor shall have a lien on the Craft, its fittings and contents for the payment of all moneys due to the Licensor under this Agreement. The Licensee authorises the Licensor to take possession of the Craft, its fittings and contents on default in payment of an account and authorise the Licensor to sell the Craft its fittings or contents if the account remains unpaid for 21 days after demand for payment has been made in writing by the Licensor to the Licensee.

**7. TERMINATION**

- (a) Either party may terminate this Agreement after the expiration of the Licence Term by not less than one month's prior written notice expiring at the end of that period or at any time thereafter. Notice of Termination from the Licensee shall be accompanied by payment of all fees and other amounts payable by the Licensee
- (b) The Licensor may forthwith terminate this Agreement by written notice to the Licensee:
  - (i) if the Licensee is in breach of any of the provisions of this Agreement of the Rules and Regulations;
  - (ii) if in the opinion of the Licensor any of the Facilities become unserviceable; or
  - (iii) if in the opinion of the Licensor any conduct by the Licensee or its employees, agents, contractors, or invitees is prejudicial to the interests of the Property or of the Licensor
- (c) Either party may forthwith terminate the Agreement by written notice to the other party if:
  - (i) a receiver, liquidator, trustee in bankruptcy or official manager or administrator of the party or any of its business or property is appointed;
  - (ii) the other party enters into any discussion or liquidation proceedings or any event equivalent.

**8. LICENSEE NOT TO BE A TENANT**

Nothing in this Agreement shall confer on the Licensee any right as a tenant of the Property or any part, nor create the relationship of landlord and tenant.

**9. RULES AND REGULATIONS**

The Licensor reserves the right to amend or cancel the Rules and Regulations or any of them if the Licensor considers that such amendment or cancellation is necessary for the proper management safety, care or cleanliness of the Property or for the preservation of good order therein and all such amendments and cancellations shall bind the Licensee when notice of them has been given to the Licensee in writing by the Licensor. The Licensor shall not be liable for any non enforcement of any Rule or Regulation.

**10. AUTHORITY**

The Licensee hereby certifies that the legal and beneficial owner or duly authorised agent of the owner of the Craft and that it will be personally liable for all fees, amounts, costs, claims or liabilities of whatsoever nature arising out of this Agreement. The Licensee undertakes to pay all such moneys on demand.

**11. LICENSEE'S RELIANCE ON OWN JUDGEMENT**

The Licensee acknowledges and warrants that it has examined the Facilities and relies on its own judgement in accepting use of the Facilities.

**12. NOTICES**

Any notice to be served hereunder shall be duly served if delivered personally to the other party or sent through the post in a prepaid envelope addressed to that party at its address set out in this Agreement or any other address notified by one party to the other in writing as being its address for service of notice and any notice sent through the post shall be deemed to have been duly served at the time when such letter would in the ordinary course or the post be delivered. Licensee agrees to notify Licensor of change of address and contact details within 14 days.

**13. WHOLE AGREEMENT**

This Agreement constitutes the whole agreement between the Licensor and the Licensee in relation to its subject matter and the Licensee warrants that it has not relied upon any statement, representation or warranty made by the Licensor or its servants or agents which is not expressed in this Agreement.

**14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ and the parties agree to submit to the jurisdiction of the courts of \_\_\_\_\_.

Further supplies of this Agreement are obtainable from:  
THE MARINA ASSOCIATION OF NEW SOUTH WALES

53 Hume Street, Crows Nest, NSW 2065 PO Box 1204, Crows Nest NSW 1585 Tel: (02) 9438 2077 Fax: (02) 9439 3983  
Email: info@bia.org.au



**24. APPENDIX - C**

**COMPLAINTS / INCIDENTS REGISTER**

Name of Site: \_\_\_\_\_

Name of Manager: \_\_\_\_\_

Date	Person Reporting	Type	Complaint / Incident details	Action/Result	Date resolved

Key for Type: EC = environmental complaint; EI = environmental incident; S = Safety incident/complaint

## 25. APPENDIX D

### NOISE MANAGEMENT PLAN CATTLE BAY MARINAS

The operation of the Cattle Bay Marina required the observance of proximity of residential dwellings and necessity to incorporate practical control mechanisms to reduce noise impacts on local residents.

Persons utilising the facility fall under the responsibilities as set out in the contract between the marina manager and vessel owners. In this regard, marina berthing terms and conditions are in place that require marina berth users to secure all lines, rigging and halyards so as to prevent noise from rigging slap, prevent the excessive running of engines whilst at marina berths, the prohibition of public address systems as well as loud hailers, sound horns and the like.

The marina berthing terms and conditions prohibit the installation and operation of intruder alarm devices aboard vessels with an audible signal having a cut off period greater than 10 minutes.

As a result of the environmental investigations carried out for the subject proposal, the number of persons utilising the marina will be minimal by providing a berthing facility at Cattle Bay Marina with additional noise control measures as set out in this plan.

All marina users are required to undertake an induction program operated by the marina to acquaint them with the Noise Management Plan requirements and other environmental management issues that have to be addressed by the users of the marinas.

With respect to the noise, all vessel owners are required to enter into an Agreement to abide by the marina berthing terms and conditions and any rules and regulations. Failure to comply with the Agreement will see forfeiture of the use of the marina facilities.

In accordance with the marina operator's berthing terms and conditions, all vessel owners are required to abide by a maximum 4 knot speed limit when in proximity to the marina and in the access lanes to the facility.

Any boat repairs undertaken by vessel owners if not using the nearby slipway and boat repair facilities at Snug Cove, can only utilise a floating barge on the Cattle Bay Marina nominated as the DIY area. Such activities are limited to hand operated tools.

The marina operator's berthing terms and conditions require that the vessel owners are responsible for the crews, passengers and guests behaviour whilst in or on the marina.

No overnight accommodation is permitted on any of the vessels and the facility is under 24 hour security surveillance with key code access to the vessels for after hours use.

Garbage associated with vessels returning from a days' outing will be deposited in nominated bins located at the extremities of the marina. There will be no operation of mechanical plant servicing, etc. on board vessels by use of the installed motors. External 240 volt /415 volt power is available at each berth. There will be no runctions, parties or similar to be provided on the Cattle Bay Marina facilities.

Vessel owners must ensure that they and their guests are mindful of residential neighbours and must ensure that noise is minimised when arriving at and departing from the marina and when present on vessels berthed at the marina. Marina staff will ensure compliance with this requirement. If, in the opinion of Marina staff, noise occurs which has the potential to cause disturbance to the marina users or to residential neighbours, vessel owners and their guests will be required to leave the marina immediately.

Where the sound power level of a thruster on an individual vessel exceeds 93 dB(A), then those vessels should be prohibited from the Marina.