

Eden Resort Hotel Pty Ltd
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CATTLE BAY MARINA

O.E.M.P.

Operation Environmental Management Plan

March 2015



Prepared by:



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1. OBJECTIVES OF PLAN

The purpose of this preliminary Operation Environmental Management Plan (OEMP) is to provide guidance on environmental and safety control measures during the operation of the proposed marina¹. This OEMP integrates the various environmental management commitments, conditions and statutory requirements that cover the proposed marina operation. This OEMP 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 satisfy the compliance requirements of the relevant Conditions of Development Consent imposed on the Cattle Bay Marina.
- C. To satisfy the requirements of all other statutory and regulatory authorities.
- D. To comply with the relevant requirements of the Cattle Bay Marina Head Lease.
- E. To identify the management resources involved in the ongoing implementation of this Plan and to define their roles and responsibilities.
- F. To ensure the implementation, periodic review and update of the plan by the Marina Manager.

This OEMP 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.

¹ The OEMP would be finalised following development consent when all consent conditions are known.

2. STATUTORY AND LICENCE REQUIREMENTS

The Marina Manager shall be responsible for ensuring all necessary approvals and licences are obtained prior to commencement of the operational phase of the marina. The Marina Manager must comply with the terms and conditions of all approvals and licences obtained. This includes, but is not be limited to, the conditions of development consent.

In addition to the conditions attached to the 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
 - Mobile sewage pump-out unit – 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. **Roads and Maritime Services**
 - Navigation Lights
 - Noise
 - No discharge of vessel outlets in the marina
 - Mobile sewage pump-out unit 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. **Office of Environment and Heritage (OEH)**
 - Marine flora and Fauna
 - Aboriginal Cultural Heritage
- d. **Environment Protection Authority (EPA)**
 - Noise
 - EPA Licence

3. MANAGEMENT AND REPORTING

3.1 Management Responsibilities

The Cattle Bay Marina operations team is led 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 Marina Owner shall:

- ensure all appropriate licences and consents are obtained for the operational phase;
- ensure the Marina Manager complies with statutory and licence requirements;
- oversee the marina operations and overall implementation of the OEMP; and
- undertake monitoring and inspections of the site, as required.

The Marina Manager shall:

- ensure implementation of the OEMP at site level;
- ensure compliance with statutory and licence requirements;
- maintain a register of all required permits and licences with information including regulatory authority, licence/permit reference, purpose, licence holder and expiry/renewal date.
- ensure all records are completed as required in the OEMP;
- ensure that all environmental protection and safety measures are in place and functioning correctly;
- ensure incident reports and complaint reports are completed and followed up as required;
- ensure adequate training of all employees;
- ensure monitoring is conducted as required in the OEMP;
- ensure non-conformance and corrective actions reports are reported to the Marina Owner;
- ensure corrective actions are undertaken in response to the requests made by the Marina Owner regarding specific environmental or safety issues; and
- ensure all sub-contractors comply with statutory and licence requirements and conditions of the OEMP.

3.2 Reporting

The following reporting shall be undertaken:

- environmental and safety incident reports, to be completed on site and promptly notified to the Marina Manager. All complaints shall be noted and reported to the Marina Owner and relevant authority if appropriate. Where appropriate, the incident shall also be investigated and action taken to minimise any adverse environmental effects wherever possible;

- site walkover check, to be completed by the Marina Manager during regular site inspections to check compliance and record corrective measures required; and
- site personnel register, to be completed at induction.

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 shall 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 shall 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 shall ensure, in accordance with current Work Health and Safety (WHS) Regulations, all contractors to prepare and provide Safe Work Method Statements (SWMS) and Public Liability Insurance 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.

An independent environmental audit of Cattle Bay Marina shall be conducted after 12 months and again after 3 years operation and thereafter at 5 yearly intervals. This will ensure that Cattle Bay Marina 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 up-to-date.
- Avoid waste and encourage the conservation, reuse and appropriate recycling of resources.
- Reduce air, land and water pollution due to a process of continuous improvement.
- Actively manage and monitor the minimisation of noise pollution, especially relating to possible impacts on nearby properties.
- Apply principles of risk management in order to pre-empt rather than respond to environmental problems and always apply the 'precautionary principle'. This shall 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.

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 shall 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. Of particular concern are those elements relating to safety, 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. The Marina Director/Owner shall:

- 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.
- v) Ensure that all marina staff both permanent and casual are 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) Train all permanent marina staff in marina operations so as to assist each other where possible.

6. SAFETY

Cattle Bay Marina shall 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 the Operational Environmental Management Plan and the marina berthing terms and conditions and/or rules and regulations are issued to all marina users. A summary of this OEMP shall be displayed on 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 is 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 Roads and Maritime Services 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

Fire may be generated by fuel and gas leakages and ignition, damaged or inappropriate use of electrical equipment and vessel collisions. Effective management of these hazards will be required as follows.

- 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) Training drills shall be conducted 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

Cattle Bay Marina shall ensure that all medical emergencies in the marina are handled as quickly as possible and the site is adequately equipped to manage them. Management measures shall include:

- i) The Marina Manager shall establish and ensure the ongoing maintenance of an accessible first aid kit containing adequate first aid equipment and supplies.
- ii) The Marina Manager shall be responsible for co-ordination of activities in the event of any emergency.
- iii) All such emergencies shall be recorded by marina staff and reported to the Marina Director/Owner promptly.

9. HAZARD MANAGEMENT

Management tasks relating to potential hazards include:

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

- a) The Marina Manager shall conduct regular inspections to monitor the site for leaks and spills.
- b) A spill kit clearly labelled and easily accessible shall be in place. This spill kit shall consist of absorbent booms to prevent further waterway pollution. The booms will be adequate to fit around spills and all adjacent drains.
- c) Marina staff and users shall be trained in the correct procedures and correct usage of the spill kit.
- d) Marina staff shall undergo hazardous materials handling training and be trained to a high level of competency.

ii) **Sinking of Vessels**

- a) Marina Management shall maintain an Ownership Register of vessels to enable ready contact at all times with owners or their nominated representative.
- b) Marina Management shall 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 mobile sewage pump out unit 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 and the

need to use and test 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
 - Mobile sewage pump out unit
 - 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.

WEEKLY MAINTENANCE SCHEDULE for month of _____

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

Navigation safety is important for the protection of marina staff and users. The following specific mitigation measures shall be adopted:

- i) A network of Aids to Navigation shall be installed in compliance with System A of the International Association of Lighthouse Authorities (IALA).
- ii) The water surface adjacent to the marina shall be regularly inspected to identify any floating obstacles to navigation [eg floating debris following heavy rain] and remove.
- iii) Navigation aids shall be installed including signs to ensure their effective operation and visibility.
- iv) Marina users shall be educated as part of their marina induction they shall also be given a brief outline of navigational rules. All marina customers shall be required to have a current valid NSW Boat License (or equivalent) before berthing at the marina.
- v) Marina users shall 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

The following specific mitigation measures shall be adopted relating to signage and lighting:

- i) The Marina Manager shall ensure reliable operation of lights.
- ii) Appropriate navigation warning signs shall be erected.
- iii) Appropriate Environmental Harm Minimisation signage shall be erected.
- iv) Signage shall be developed in consultation with Fisheries NSW that notifies patrons of the location of aquaculture leases and the need to be vigilant in regard to maintaining water quality and avoiding collisions.
- v) 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.
- vi) The Marina Manager shall ensure erection of signs as required.
- vii) The Marina Manager shall regularly inspect and effectively maintain all lights, signs and navigation aids to ensure complete operational integrity at all times.
- viii) The Marina Manager shall ensure vessels take all reasonable steps to reduce the need for permanent lighting.
- ix) Lighting shall be low-level bollard style lighting.
- x) To ensure the safety of pedestrians, visitors or users with wheelchairs or with other physical disabilities, lighting of all walkways and pontoon wharf walkways shall conform to the safety requirements of AS/NZS 1158.3.1.
- xi) 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 shall 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.
- xii) To ensure that all lighting associated with the development is designed, installed and maintained properly for the two

conditions above, it shall be designed, installed and maintained according to the specifications of AS/NZS 3827.

13. SOLID WASTE MANAGEMENT

The Cattle Bay Marina shall prevent degradation of the marina and the adjacent waterways by implementing the following controls relating to 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 shall 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) The Marina Manager will coordinate monthly beach rubbish collection and annual sea bed rubbish collection.
- iv) Adequate waste receptacles shall be provided and marina users shall be instructed to use the marina waste recycling and disposal facilities.
- v) Recycling bins for glass, paper and aluminium cans shall be provided in readily accessible locations. Waste and recycling containers shall be clearly labelled and shall all have lids to prevent litter escaping. Marina staff shall check them regularly and external collection shall 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 shall employ use of a mobile sewage pump-out unit for removal and disposal of sewage waste from vessels. The mobile unit shall be a Keco portable 500 series cart, as distributed by M-TECH Marine Technologies, or similar. The unit shall incorporate a tank overfill protector that automatically shuts the pump off when the tank is full, preventing spillage. Refer **Appendix D** for specifications of the unit.
- iii) Cattle Bay Marina shall provide practical training in the use of the mobile sewage pump-out unit and develop procedures for the deployment, operation and retrieval of the unit, and discharge of sewage from the unit to the local sewer system.
- iv) Cattle Bay Marina shall actively engage with boat owners to regularly pump out sewage holding tanks while at the berth.
- v) The Marina Manager shall keep records of the use and effectiveness of the mobile sewage pump-out unit including dates, times, name and berth of vessel using the unit, number of uses and volume and type of waste removed.
- vi) No liquid wastes such as oils or solvents shall be released into the sewer or stormwater drains, on the ground or into trenches.
- vii) Bilge water absorbing pads and certified collection shall be provided.
- viii) All marina user boat owners shall be encouraged to place bilge water absorbent materials in their bilges.
- ix) The waste storage facility shall provide for disposal of containers of waste oil, bilge absorbing pads etc. These drums shall be serviced periodically by a commercial waste collector.
- x) Liquid wastes shall be stored within a double lined bin for liquid waste with a self closing lid while awaiting collection by a commercial waste collector.

15. WATERWAY POLLUTION

Waterway pollution during operation may result from:

- discharges from vessels including oily bilge water, sewage and/or gross pollutants;
- copper leaching from vessel antifouling paint; and
- fuel spills and other pollutant discharges from marina operations.

The following specific mitigation measures shall be adopted:

- i) Cattle Bay Marina shall provide a mobile sewage pump-out unit and shall implement a ban on the discharge of sewage or other pollutants to the waterway;
- ii) Cattle Bay Marina shall provide practical training in the use of the mobile sewage pump-out unit.
- iii) Cattle Bay Marina shall supply bilge water absorbing pads to all vessels and implement a ban on bilge water discharge to the waterway.
- iv) Use, discharge or disposal of environmentally hazardous antifouling paints containing tributyltin, organo-tin and other similarly hazardous components at Cattle Bay Marina shall be prohibited.
- v) In-water hull cleaning of vessels painted with any biocide including copper-based antifouling shall be banned.
- vi) Use of any biocide including copper-based antifouling on in-water infrastructure shall be prohibited.
- vii) Cattle Bay Marina shall implement measures, policies and procedures to prevent spills to the waterway.
- viii) Marina staff shall immediately investigate the source of any spill and take steps to prevent further spillage and clean up or remove spilt material, in the case where the spill is from marina property, marina users, or results from marina operations. In the case that the source of the spill is identified as being outside marina property and control, the Marina Manager shall immediately notify the Council.
- ix) Cattle Bay Marina shall train staff to deploy booms in the event of an emergency and the appropriate use of the absorbent materials for clean-up activities.
- ix) 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.

16. WATER QUALITY

Cattle Bay Marina shall ensure that the safeguards implemented for water quality control are effective and that the water quality within the marina lease areas is maintained at a high level. Specific management measures include:

- i. Detect and trace the source of any adverse impacts on water quality.
- ii. Take all necessary steps to remove/rectify water pollution sources within the marina facility
- iii. Implement a water quality testing program which includes:
 - o post construction monitoring of physico-chemical parameters (i.e. temperature, salinity, pH, electrical conductivity, dissolved oxygen) and turbidity at two 'impact' sites within Cattle Bay and two 'control' sites on either side of Cocora Point;
 - o comparison with baseline monitoring results and relevant ANZECC water quality guidelines to assess any impacts.
- iv. Testing is to be carried out by a firm qualified and NATA registered for the purpose.
- v. Test reports are to include a comparison of results with relevant water quality standards and recommendations for any action required to correct non-compliance.

17. STORMS

Cattle Bay Marina shall ensure all practical steps are taken to minimise storm damage or injury to moorings users and guests, moored vessels, moorings infrastructure and adjacent property. These include:

- 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.

18. NOISE AND GENERAL AMENITY

Cattle Bay Marina shall 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. The visual amenity of the site for all users, visitors and local residents shall also be maintained. Specific management measures include:

- i) Public access to the beach and foreshore shall be retained at all times. Public access to the jetty shall also be retained at all times. Access to the marina shall be as provided for by the lease.
- ii) Marina berth users shall 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.
- iii) 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.
- iv) The Marina Manager shall 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 shall be policed and avoided. Excessive smoke from engines shall be monitored and appropriate preventive action taken.
- v) The Marina Manager shall 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.
- vi) The Marina Manager shall ensure that marina users shall refrain from using public address systems as well as loud hailers, sound horns and the like, and shall direct that radios, musical equipment and other noise generating apparatus shall be kept to a minimum level at all times.
- vii) The Marina Manager shall ensure that alcoholic beverages are not consumed within the marina except on board private vessels.
- viii) The Marina Manager shall 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.
- ix) The Marina Manager shall 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.

- x) No overnight accommodation is permitted on any of the vessels.
- xi) The Noise Management Plan in **Appendix E** must be complied with.

19. CONTAMINATED SEDIMENTS

Testing of sediments within the marina footprint showed that the sediments were uncontaminated prior to construction of the marina. Mitigation measures were adopted during construction to prevent contamination of the sediments. Potential sources of contamination to the sediments during operation of the marina include:

- discharges from vessels including oily bilge water, sewage and/or gross pollutants;
- paint chips from vessels including antifouling paint; and
- fuel spills and other pollutant discharges from marina operations.

Management measures to prevent contamination of the sediments are included in Section 15 of this OEMP.

Monitoring of surface sediments shall be undertaken one year after construction of the marina. If no contamination is observed, monitoring every 5 years shall be undertaken.

20. MARINE ECOLOGY

In order to minimise impacts on marine ecology, the following management measures shall be implemented:

- i) A marina user Environmental Harm Minimisation Publication shall be provided to marina users during their induction and be available on all vessels leaving the marina.
- ii) An Introduced Marine Species (IMS) removal and inspection plan for the marine infrastructure shall be prepared and implemented.
- iii) A Marine Mammal Protection Plan (MMPP) shall be prepared and implemented comprising the following management measures (a number of which have been described in previous sections of the OEMP):
 - inspection and regular clearing of marine debris from the waters inside the marina and along the Cattle Bay beach-line.
 - use of downwards directed lighting supplemented with dimmer systems, or timed lights with trip mechanisms as necessary.
 - education of marina users to reduce excessive noise ie protocols and specific information on the marine animals that boaters are likely to encounter at various times of the year, and the steps that boaters should take to minimise their impact on these animals, including lower speeds and minimum off-set distances.
 - collection of daily information on known marine mammal activity (via close relationships with the existing network of whale watchers including residents, commercial fishers, mussel farmers, NPWS whale-watch and Cat Balou Cruises).
 - Consideration of the future need for variable or zoned (time and place) speed limits to be enforced, particularly in relation to Southern Right Whales and Humpback Whale feeding aggregations and during peak marine mammal visitation periods as the number of recreational vessels in Twofold Bay increases.

21.

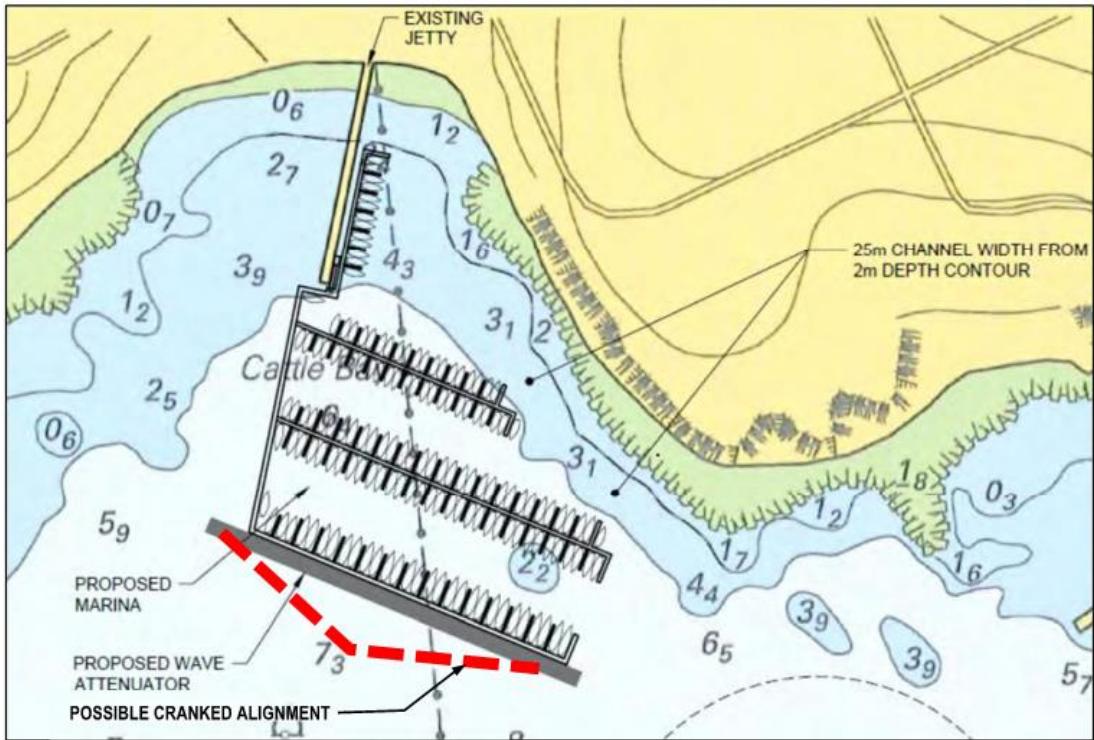
FLOODING EMERGENCY RESPONSE PLAN

In order to address flooding impacts on the proposed temporary land based facilities at the site, a Flooding Emergency Response Plan shall be prepared comprising the following key elements:

- i) Prepare a simple 1 page flood evacuation plan for evacuation of staff and visitors from the land based facilities to a safe location (e.g. the jetty or elevated land).

Detailed design of the land based facilities (building, lighting and fencing) shall take into account flood water loading including debris.

- ii) Train all marina staff in the implementation of the flood evacuation plan and display a copy of the plan in a prominent location at the temporary land based facilities.
- iii) The Marina Manager or their nominee shall act as and be suitably trained as Flood Warden for the site.
- iv) Practice a flood evacuation of all staff at least once every 6 months.
- v) Ensure evacuation routes are kept free and open.
- vi) Install flood signage which includes an indication of the depth of flooding.
- vii) Regularly monitor rainfall forecasts.
- viii) Visually monitor flood levels.
- ix) Register to receive flood warnings from the BoM and SES.



Note: The cranked alignment has now been adopted by the Applicant.

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.hereinafter called Licensor
AND	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 <input type="checkbox"/> temporary stay <input type="checkbox"/> week <input type="checkbox"/> month <input type="checkbox"/> 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 <input type="checkbox"/> cheque <input type="checkbox"/> credit card <input type="checkbox"/> 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 <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> year commencing / /20	
at am/pm and thereafter on a <input type="checkbox"/> temporary stay <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> 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

23.

APPENDIX - B – Page 2

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

MOBILE SEWAGE PUMP-OUT UNIT



Call Toll Free **800.900.PUMP**
ph. 619.298.3800 | fax: 619.298.3300

Pump it, Don't Dump it!®

MODEL: 509 / 510 Portable Pump-Out Cart



The Model 509 was designed with the customer in mind. Assembled using a light weight aluminum frame and Keco's rugged diaphragm pump, this cart is easy to maneuver and built to last.

FEATURES

- 8" Stainless Steel swivel casters with non-metallic bearing & brake
- Optional Honda 3.0 HP 4 stroke engine with low oil shutoff
- Optional Trailer Hitch (*unit not approved for highway usage*)
- T-6 Aluminum portable cart, axle, hose rack and push/pull handle.
- PVC components Schedule 40/80

SPECS

- Dimensions (LxWxH):
54" x 38" x 48" W/ Hose Rack
44" x 38" x 48" W / Out Hose Rack
- Weight: 210 lbs Empty / 545 lbs Full

OVERVIEW

Keco's portable 500 series is built with the customer in mind. Assembled using all stainless steel hardware and a heavy duty marine grade aluminum frame, the 500 series is built to last. 9" stainless steel locking swivel casters and 18" pneumatic tires allow the 500 series to effortlessly move throughout your facility. The 500 series is a great way to offer boaters a quick and clean pumpout, without the hassle of expensive plumbing. Keco's 500 series has a tank overflow protector that automatically shuts the pump off when the tank is full, preventing messy mistakes.

All pump components are assembled using non-corrosive materials, and finished with the same innovative three layer coating process found on offshore oil rigs. This pump is designed specifically for pumping sewage, and can pass solids up to 1.5" in diameter. Maintenance on the pump is very infrequent and only requires two .5" wrenches.



3 Position Offload Valve



Overfill Protection



Heavy Duty Hose Rack



18" Non-Metalic Wheels

PORTABLE PUMP-OUT CART





Call Toll Free **800.900.PUMP**
ph. 619.298.3800 | fax: 619.298.3300

Pump it, Don't Dump it!®

MODEL: 509 / 510 Portable Pump-Out Cart



Optional Trailer Hitch



Offload Hydrant's Available

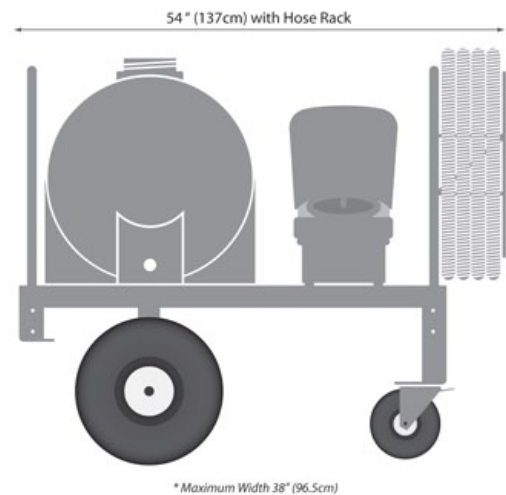
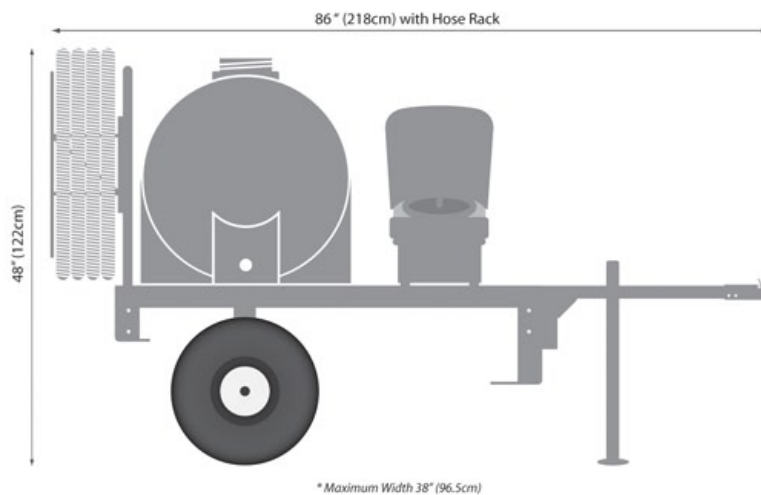


Gasoline Engine Available



Suction Hose & Accessories

PORTABLE PUMP-OUT CART



MODEL	CAPACITY (Max)	POWER DRIVE	TRAILER HITCH AVAILABLE
509-E	35 Gal / 130 L	3/4 HP TEFC 110/240 1PH 50/60 Hz	✓ YES
509-G	35 Gal / 130 L	3 / 3.5 HP Gasoline Engine 4 Stroke Honda/Briggs & Stratton	✓ YES
510-E	55 Gal / 210 L	3/4 HP TEFC 110/240 1PH 50/60 Hz	✓ YES
510-G	55 Gal / 210 L	3 / 3.5 HP Gasoline Engine 4 Stroke Honda/Briggs & Stratton	✓ YES







Industry First, Self Contained PumpOut Cart:

KECO is proud to introduce a new line of self propelled and self powered electric pumpout carts. The revolutionary line of potable carts greatly simplifies the user experience and eliminates the need to push or pull a heavy pumpout cart around a marinas property.

A truly unique feature is that the waste pump and the motorized cart share a common rechargeable battery pack. This allows the user to simply drive the cart to the slip and start the pump without the need to connect the pump to a power pedestal or start a separate gasoline engine.

The unit has a combined operating time (pumping or driving) exceeding 4 hours on a single charge. When the cart is not in use it is connected to an electrical supply (115/230V 50/60Hz) and the integrated battery charger maintains optimal battery performance. All electronics are marine grade and the entire system is designed to be washed down after use.

All units are equipped with standard safety features which include an automatic parking brake, runaway cart protection and tank overfill w/ automatic pump shut off. All units come equipped with an on/off key switch to prevent unauthorized use.

The power pumpout carts are based on the popular 500 & 900 series KECO portable pump systems and are available in both diaphragm and peristaltic pump models. The modular / skid design is constructed of aluminum and powder coated to US military specifications. The ingenious design allows customers to access all drive and battery components without disturbing the pumping system.

For additional information, please contact KECO Inc., via phone 800-900-PUMP (USA) / 619-298-3800 (Intl.) or by email sales@pumpahead.com.















25. APPENDIX E

NOISE MANAGEMENT PLAN CATTLE BAY MARINA

APPENDIX 2

CATTLE BAY MARINA OPERATIONAL NOISE MANAGEMENT PLAN At CATTLE BAY ROAD EDEN for EDEN RESORT HOTEL PTY LTD

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APPENDIX 2

CATTLE BAY MARINA OPERATIONAL NOISE MANAGEMENT PLAN At CATTLE BAY ROAD EDEN for EDEN RESORT HOTEL PTY LTD

1.PROJECT DESCRIPTION

1.1.THE PROJECT

The project involves the construction of car parking, use of two portable building to house Marina Management, shower and toilet facility to be used by the Marina Tenants/Users, the reuse of the Cattle Bay Jetty, construction of the Cattle Bay Marina complete with pontoons and piles, wave attenuator, power, watering and lighting to each berth. Services provided by Marina Management include a portable sewage pump-out facility on a mobile cart for the Marina Tenants/Users vessels and discharge facility on-shore.

The project does not include any other onshore buildings, workshop, slipway or maintenance facilities.

1.2.APPENDIX 2 TO DEVELOPMENT APPLICATION ACOUSTIC REPORT

This Appendix 2 to the West and Associates Pty Ltd DA Acoustic report for the Cattle Bay marina #15068-App2 has been prepared to assist Eden Resort Hotel Pty Ltd with their submission of the Development Application for the proposed recreational Boating Marina at Cattle Bay Road, Cattle Bay Eden.

Appendix 2 is based on the following documents:

1. Black Architectural Drawings No's DA-DA01/A, A02/B and A03/A
2. Advanced Marina Management Pty Ltd and Royal Haskoning DHV Operational Environmental Management Plan(**OEMP**) dated March 2015
3. The Acoustic Group Pty Ltd, Acoustic Assessment Rose Bay Marina dated 14/10/2008 and in particular:
 - Joint Conference Report Addenbrooke Pty Ltd V's Woollahra Municipal Council, Land & Environment Court Proceedings No. 11179 of **2007** (**Rose Bay Marina Joint Conference Report**)

2.MARINA BERTHING TERMS AND CONDITIONS FOR NOISE

2.1.TERMS AND CONDITIONS FOR NOISE GENERALLY

2.1.1.Signing the Terms and Conditions for Noise

The Marina Manager shall be responsible for the instruction, education, demonstration, distribution of copies of the marina Berthing Terms and Conditions for Noise (**Terms and Conditions for Noise**) to the Marina Tenants/Users and

keeping a record of such induction, and receipt of signature that such induction has been carried out and understood.

The Marina Tenants/Users shall acknowledge that it is their responsibility to review the annual changes to the Terms and Conditions for Noise and agree to accept each annual change and acknowledge adhering to the requirements detailed on each subsequent published issue of the Terms and Conditions for Noise

The Terms and Conditions for Noise is only a part of the Terms and Conditions for the overall Cattle Bay marina site.

A copy of the current edition of the Terms and Conditions for Noise shall be made available on the Cattle Bay Marina web site along with summary of updated changes identified by their Section Heading and Paragraph items numbers. Copies of previous annual issues of the Terms and Conditions for Noise shall be made available by marina Management on written request made by Marina Tenants/Users

2.1.2. Annual Review of Terms and Conditions for Noise

The Marina Manager shall be responsible for the review of the current years Terms and Conditions for Noise and modify/update or add additional terms and Conditions as they see fit to facilitate the efficient and environmentally responsible operation of the Cattle Bay Marina on an annual basis.

The anniversary date shall be the date shown on the Occupation Certificate for the project.

Format of the Terms and Conditions for Noise shall be in the form of the following:

- Current Year and next anniversary date
- Section Heading item number and
- Paragraph item number.

The format for changes made to the Terms and Conditions for Noise shall be in the form of the following

- Identifying previous year being updated
- Section Heading item number and
- Paragraph item number, deleting entire paragraph item number and/or replacing it with revised wording

2.1.3. Facilities Provided by Cattle Bay Marina

The Cattle Bay Marina provides the following facilities, all of which are subject to the noise management as detailed here in the Terms and Conditions for Noise:

1. Marina patron road vehicle parking
2. Portable building housing the following:
 - Marina Management and their staff facilities
 - Marine tenants/users toilet and shower facilities
 - Lockable sewer pump-out tank/pump hand cart storage shed
 - Onshore sewer discharge point for discharge of sewer pump-out tank by users
3. Provision of 240V/1 phase 20A outlet and 415V/3 phase 15 Amp outlet on the pontoon adjacent to each berth complete with earth leakage protection
4. Portable sewage pump out facility on hand cart

The Cattle Bay Marina acknowledges that the vessels may have one or more of the following items of equipment, facilities and possibility to make noise associated

with their vessel that could cause an environmental noise disturbance and loss of amenity to other Marina Tenants/users and local residences at Cattle Bay. Marina Management herein place usage and noise level restrictions on such noises including noise produced by any of the following:

1. Vessel loose rigging causing slapping sounds
2. Bilge pumps
3. Inboard and outboard motor operational noise
4. Bow Thrusters typically installed on larger vessels
5. Intruder Alarms
6. Onboard amplified voice /music
7. Onboard mechanical services
8. Noise from excessive use of loud voice
9. Marina Tenant/User DIY maintenance Noise
10. Noise from animals both onboard and on shore

The Cattle Bay Marina does not provide the following facilities,

1. Restaurants
2. Site workshop
3. Fuelling facilities
4. Slip way
5. Tender vessels

Prohibited on vessels berthed at the Cattle Bay Marina are the following:

1. No on board parties
2. No unsocial behaviour on any of the onshore facilities or land including the car park, the Portable buildings, the jetty or the pontoons
3. No onshore accommodation in either the car park or onboard the vessels

The Cattle Bay Marina noise sources assessed specifically excludes noise from on shore accommodation, noise from overnight stay aboard berthed vessels and noise from every day heavy vehicle delivery or dispatch to and from the marina.

2.1.4. Portable Sewer Pump-Out Facility

Marina Management provide the portable sewer pump-out facility for the removal of sewage from vessels berthed at the marina and disposal of the sewage into town sewer at the nominated on shore sewer collection point.

Marina Management shall ensure the operational noise from the portable sewer pump-out facility noise levels generated do not exceed 75 dB(A SPL at 1.5 metres strictly in accordance with the POEO Regulations 2010.

Marina Management shall ensure that the portable sewer pump-out facility is stored under lock and key and made only available for use between the hours of 7 AM to 6 PM Monday to Saturday, 8AM to 6 PM Sunday and Public Holiday.

2.1.5. Marina & Pontoon Maintenance

Marina Management are required to provide corrective and programmed maintenance for the jetty and pontoons of the marina. The OEMP nominated that the installing sub-contractor shall carry out this work.

Noise from this operation shall generally be required to comply with the PSNL requirements which will result in this work being limited to the day period, preferable Monday to Friday

2.2.SPECIFIC TERMS AND CONDITIONS FOR NOISE BY MARINA TENANTS/USERS

2.2.1.Noise from Vessels with loose rigging

Marina Tenant/User with Vessels that have rigging are responsible to securely stow their rigging such that it shall not flap and cause a noise when slapping against other items of rigging.

Marina Management have the discretional authority to board any vessel they deem to have loose rigging and causing a noise disturbance to the other vessels or closest residences and temporarily secure/stow the offending items.

Marina Management shall advise the Marina Tenant/User in writing at their nominated contact and request they permanently rectify the noise problem.

2.2.2.Bilge Pump Noise

Vessels are prohibited to run their Bilge Pumps while moored at the Cattle Bay Marina except in an emergency to avert sinking of that vessel.

2.2.3.Inboard and Outboard Motor Boundary Noise Limitation

The Cattle Bay Marina place a 4 knots speed limit for all Marina Tenant/Users vessels within the surrounds of the marina including the entry and exit channels on the east and western side of the jetty up to 50 metres beyond the wave attenuator.

Marina Tenant/Users shall not create noise greater than the noise limit for site as documented in the DA Acoustic Report as heard at the nearest sensitive receivers either Cattle Bay Road, Cocora Street or Bay Street as set out as follows:

Table 1; Boundary Noise Limit at Nearest Residence

PERIOD OF THE DAY	Day L 7am-6pm	Evening L 6pm-10pm	Night L 10pm-7am
Boundary Noise Limitation LA_{Eq} T=5 min dB(A)	50 dB(A)	45 dB(A)	35 dB(A)

The modify factor for tonal characteristics shall be applied when determining the intrusive noise levels.

The boundary noise limit placed on the project in the night period is likely to restrict the movement of vessels in that period.

Marina Management shall have the discretional authority to warn Marina Tenants/User's that they believe infringe this requirement. Should disputes arise, Marina Management will proceed and carry out verification measurements of suspected non-compliance and if confirmed there is a knowingly fraughting this requirement, Management shall back charge the costs of such measurement and provide letter of demand to desist such non confirming operations. If continually non conformance continues, Marina management have the right to terminate the Marina Tenant/User lease.

Boats fitted with bow thrusters shall only be berthed at the outer pontoons namely Arm B on southern side, Arm C and the main north-south floating walkway linking Arms A, B and C.

The boundary noise limitation placed on the project in the night period is likely to restrict the use of bow thrusters in that period. Boats with bow thrusters shall strictly comply with the Boundary Noise Limit as set out in Table 1 above and be subject to the same warning, verification and lease termination requirements as set out above.

The modify factor for tonal characteristics shall be applied when determining the intrusive noise levels.

The Marina Tenant/User shall not:

- Idle the vessels motor excessively while berthed.
- Un-necessarily rev the vessels motor while manoeuvring within the confines of the marina pontoons and entry channels.
- Use signal horns to indicate forward/reverse/port /starboard manoeuvres while within the confines of the marina pontoons and entry channels

2.2.4.Intruder Alarms

The Marina Tenant/User are permitted to install Intruder Alarms in their vessels. Such alarms shall be installed and operated strictly in accordance with the Protection Of the Environment Operations Regulations 2010 (**POEO Regulations**).

Marina Management have the discretional authority to board any vessel they deem to have a faulty intruder alarm that is creating a noise disturbance to the other vessels or closest residences and disconnect the offending item.

Marina Management shall advise the Marina Tenant/User in writing at their nominated contact and request they permanently rectify the noise problem.

2.2.5.Onboard Amplified Voice /Music Noise

The Marina Tenant/User are permitted to use Onboard Amplified Voice /Music Noise but shall comply with the Boundary Noise Limitation for each the day, evening and night periods of the day. The modify factor for tonal characteristics shall be applied when determining the intrusive noise levels.

2.2.6.Onboard Mechanical Services Noise

The Marina Tenant/User are not permitted to use Onboard Mechanical Services Noise that run general pumps, air conditioning or fans

2.2.7.Excessive Use Of Loud Voice

The Marina Tenant/User are requested to limit their or any of their guests excessive use of loud voice while at the Cattle Bay marina and site areas, Loud shouting on board or between pontoon and vessel is to be kept to a minimum and is considered disruptive to the environmental amenity of the closest sensitive receivers on the adjacent Cattle Bay Road, Cocroa Street and Bay Road

Marina Management shall advise the Marina Tenant/User in person and document a warning in writing at their nominated contact and request they permanently rectify the noise problem.

2.2.8.Marina Tenant/User DIY Maintenance Noise

Marina Tenant/Users are permitted to carry out their own DIY Maintenance on their own vessels. Noise produced by such maintenance is to be limited to the use of hand tools.

Noise from the operation of such hand held tools shall comply with the Boundary Noise Limits for each the day, evening and night period of the day. The modify factor for tonal characteristics shall be applied when determining the intrusive noise levels.

2.2.9. Marina Tenant/User Animals Noise

Marina Tenant/Users are permitted to allow the presence of their own animals and pets on their own vessels. Noise produced by presence is to be limited to the same restrictions placed on the by the EPA NSW Noise Guided for Local Government 2010((NG).

Noise from animals shall not disturb the peace and quiet of other Marina Tenant/Users and local residences. Non compliance will be judged by the discretion of Marina Management

Marina Management who shall advise the Marina Tenant/User in person and request them to cause the noise to stop or be requested to remove the pet from the site. Marina management shall document a warning at their nominated contact and request they permanently rectify the noise problem.

2.3.COMPLAINTS/INCIDENT REGISTER

Marina Management shall document all Complaints and noise incidences that are either reported to them or they observe on site or adjacent to any closest sensitive receivers in the Complaint/Incident Register.

The format of the Complaint/Incident Register is contained in the Operations Environment Management Plan (OEMP) associated with the Cattle Bay Marina

Marina Management shall follow the procedures set out in the OEMP to assess incidences, to carry out or engage specialists to carry out any necessary acoustic measurements and reporting, submit any documentation or correspondence and resolve each and every incident.

3.VERIFICATION OF ACOUSTIC COMPLIANCE

3.1.VERIFICATION OF BACKGROUND NOISE LEVEL

This report assumed threshold background noise level was 30 dB(A) for the night period. The actual background noise level could be higher but this can only be verified by site logging when the site was unoccupied.

3.2.VERIFICATION OF VESSEL NOISE COMPLIANCE

This report has assumed the noise levels for vehicle movement based on the Rose Bay Marina monitored results. Actual vessel movement noise could be monitored at the closest sensitive receiver being the water front residences at Cocora Street Eden over several days once the Cattle Bay Marina was say 60 to 80 % occupied. It would be prudent not to allow the portable sewer pump-out facility to be used during that monitoring period.

3.3.RESOLUTION OF UNSOLVED ACOUSTIC PROBLEMS OR DISBUTES

Should acoustics not be resolved in a amiable way, Marina Management shall engage the services of a qualified and experienced acoustic consultant to assist to resolve outstanding acoustic problems

End of Report