

Trinity Point Responsible Boating Practice Manual

Condition C15 of the Concept Approval for Trinity Point Marina (MP 06_0309) requires the following:

C15 *Boating Practice Manual*

Provide details of a responsible boating practice manual with the first stage of the marina addressing signage, education and other relevant measures to educate the boating public on practices to minimise the impacts of boating activities on turtles, foreshore erosion and other boat users including sailing courses.

Readily Available Educational Information

RMS (Maritime) are the responsible authority for responsible boating on waterways, including Lake Macquarie whether boats berth within a marina or not. RMS are responsible for a range of productions, leaflets and other education materials which educate the boating public on responsible boating practices. Many of these are found on their website www.maritime.nsw.gov.au. Examples include:

- the “Boating Handbook” which succinctly and graphically outline matters linked into responsible boating practices including safety on the water, other boating activities, emergencies, and general information including the environment (refer copy of contents page attached);
- *Leave Only Water in Your Wake;*
- *Seagrasses;*
- *Sewage, greywater and other discharge;*
- *Garbage from Vessels*
- *Reporting Water Pollution; and*
- *Noise from Vessels.*

Copies of this readily available education material is attached

Trinity Point – Opportunities to Reinforce responsible boating practices

1. Marina clients will be provided with educational materials to be available from the chandlery office and periodically through a marina quarterly newsletter.
2. Marina clients can also be provided a Boating Practice Information Booklet, which will draw heavily from materials readily available from RMS (such as outlined above). Information in the booklet will also be drawn from relevant sections of the DECC “Action for Marinas Boatsheds and Slipways 2007” and the MIAA “International Clean Marina Program”.

Below is a sample of the information that can be included in the booklet:

Environmental

- Rubbish and waste – battery and waste water recycling available.

- Recycling facilities. Signage
- Seagrass/Turtles (an example of the Marmong Point Turtle Information Sheet is attached as an example);
- Noise

Boating Etiquette

- Give way to sail and non-powered vessels
- Marina a “No wash”, 4 knot zone. Signage
- Enter and leave marina at a safe and respectful speed refer to Information regarding the two local Sailing Clubs - SLMASC and MPASC and any other clubs/stakeholders in the near vicinity. Club information available through website links and at chandlery/office.

Cleaning and Maintenance

- No major works – no fallout into air or water
- Biodegradable products only
- Refuelling only at fuel wharf
- No bilge water overboard and clean bilges. Bilge mats made available at chandlery and spill kits on marina arms and at fuel wharf.

3. Marina clients will be required to comply with a Marina Berth Contract and the associated Conditions Rules and Regulations (an example from Marmong Point Marina is attached)

These apply control measures to specifically deal with impacts to the environment and the amenity of others.



Transport
Maritime

BOATING HANDBOOK





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Licence Agreement made between MARMONG POINT MARINA PTY LTD ACN 115 372 186 ABN 18 782 495 686 of 1 Nanda Street, Marmong Point Marina Point (hereinafter called "MPM") and The Boat Owner (hereinafter called "the Owner") identified in Item 1 of Schedule A and WHEREAS:

- i. The Owner has requested MPM to supply a berth or mooring for the term identified in Item 3 for the goods described at Item 2 of Schedule A hereto (hereinafter called "the Vessel")
 - ii. MPM has agreed to the Owner's request upon the following terms and conditions:-
1. The Owner shall pay a Security Deposit as specified in Item 3 of Schedule A. This deposit is refundable on termination of this agreement, less all outstanding monies due to MPM. The security deposit secures to MPM any moneys owed by the Owner to MPM. MPM may use the Security Deposit, in whole or in part for the purpose of settling any unpaid monies or debts owed by the Owner.
 2. The Owner shall pay a Licence Fee to MPM as specified in Item 3 of Schedule A and MPM shall have the right to vary the fee, which may include but is not limited to adjustments based on the Consumer Price Index (CPI), upon giving to the Owner one (1) month's prior written notice. The fee is calculated on the overall centre line length of the vessel, including bowsprit and swim boards etc. In addition to these fees, the Owner shall pay to MPM an amount equal to the goods and services tax applicable to such supply. Payment is due at the time of invoicing and shall be kept in advance at all times. Interest shall be payable by the Owner at the rate of 10% per annum, calculated from the due date until the date of payment in relation to any arrears due by the owner to MPM pursuant to the terms of this agreement.
 3. The Owner has satisfied himself as to the condition and state of repair of the facilities provided by MPM and shall use those facilities for the berthing, stowage and mooring of the vessel and in accordance with the Conditions Rules and Regulations of MPM and the Owner agrees to use the facilities at his own risk and acknowledges having received a copy of the said Conditions Rules and Regulations which MPM may vary from time to time.
 4. If at any time the vessel is required to be moved or requires work or repairs carried out which necessitates the use of cranes, forklifts, slips, dry stands, hardstands, mobile trolleys or any other equipment of MPM then the Owner agrees to be bound by the terms and conditions of usage of that equipment in force for the time being.
 5. The Owner authorises MPM by its servants or agents to remove the vessel to any other mooring place at the owners risk and expense in the event of any emergency or if otherwise required.
 6. The Owner shall effect and maintain an adequate public risk insurance policy and insurance of the vessel and all its contents and appurtenances for its full insurable value. MPM shall not in any event be responsible or liable for any loss or damage to the vessel howsoever occurring. The Owner shall be responsible for any or all damage to docks or property of MPM or to persons using the marina area arising from any act, omission, neglect or default of the Owner, his servants, agents, employees or guests. **You are requested to provide a copy of such current policy when it falls due for each year you are berthed at the marina for our records.**
 7. This agreement is personal to the Owner and the benefit of this agreement is not assignable to any other person and the Owner shall not sublet the berthing, stowage, mooring space provided to it.
 8. During the term of this agreement the Owner shall not sell or attempt to sell or advertise the vessel for sale without the prior written consent of MPM.
 9. Subject to sub-clause (i) of this Clause, either party may terminate this agreement by delivering to the other party **one (1) months' prior written notice of intention to terminate.**
 - (i) MPM may forthwith terminate this agreement upon the happening of any of the following:-
 - (a) Breach by the Owner of any of the provisions of this agreement or the Conditions Rules and Regulations hereinbefore referred to.
 - (b) If in the opinion of MPM the berthing, stowage or mooring facilities become unserviceable.
 - (c) Conduct by the Owner, his servants, agents or guests in the opinion of MPM prejudicial to the interest of MPM.
 - (d) Insolvency, Liquidation, bankruptcy or external administration (if a corporation)
 10. The Owner certifies that he is the Owner of the vessel or the duly authorised agent of the Owner of the vessel and agrees to be personally liable for all fees, costs or liability of whatever nature arising from the provisions of this agreement.
 11. Nothing in this Licence Agreement shall confer on the Owner any right as a tenant of the storage space nor create the relationship of landlord and tenant.
 12. The Owner hereby releases to the full extent permitted by the law MPM and its agents, servants, contractors and employees from all claims and demands of every kind resulting from any accident, damage or injury occurring from any cause whatsoever in connection with the use of the Marina by the Owner notwithstanding any negligence on the part of MPM, its agents, servants, employees, contractors and invitees.
 13. MPM shall have a lien against the vessel, its appurtenances and contents for unpaid sums due to MPM for arrears of fees payable hereunder or for damages caused to any property or person on the Marina or any sums due to MPM whatsoever.
 14. Subject to clause 13, the Owner agrees that, with six (6) months' notice to the Owner from MPM and after advertising in a daily newspaper circulating New South Wales twenty eight (28) days before the proposed sale of the vessel, MPM may sell the vessel.

15. The Owner will and does hereby indemnify MPM from and against all actions, claims, demands, losses, damages, costs and expenses for which MPM shall or may become liable in respect of or arising from loss, damage or injury from any cause whatsoever to property or persons within or without the premises caused or contributed to by the use of the property by the Owner or his servants, agents, employees, contractors, sub-contractors or invitees or by any act, omission, neglect, breach or default by any such person or persons.
16. MPM is authorized, if necessary, to enter the vessel and/or move or relocate the vessel within the Marina. The Owner acknowledges and agrees that MPM may take possession and relocate the Vessel. If any fees are due by the Owner to MPM remain unpaid for a period of more than 14 days and MPM may, at its absolute discretion, sell the Vessel for the best price obtainable, pay the fees due to MPM and account to the Owner for any balance. It is acknowledged and agreed that MPM is able to action this clause without incurring any obligation or liability to the Owner.
17. The Owner must not create, purport to create or permit to be created any "security interest" as defined in the Personal Property Securities Law (PPS law) in the Vessel without giving notice of such interest to MPM. MPM may do anything necessary to protect its interest under the PPS Law.
18. **Interpretation**
In this agreement:-
 - i. words importing the singular number include the plural and vice versa and words denoting a gender include all other genders;
 - ii. the word person includes a firm, a body corporate, an unincorporated association and an authority;
 - iii. headings are for convenience only and do not affect the interpretation, and
 - iv. Reference to any party to this agreement shall include that party's executors, administrators and permitted assignees.
19. **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 of the post be delivered. The Owner agrees to notify MPM of change of address and contact details within 14 days.
20. **Whole Agreement**
This agreement constitutes the whole agreement between MPM and the Owner in relation to its subject matter and the Owner warrants that it has not relied upon any statement, representation or warranty made by MPM or its servants or agents which is not expressed in this agreement.
21. **Governing Law**
This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of New South Wales.
22. **On termination** of this agreement if the Owner has not removed the vessel from its berth within 3 days of termination MPM may remove the vessel and moor the vessel on a swing berth. The Owner will pay the cost of removal and swing berth fees.
23. **Carparking**
Marina Carparking is limited onsite & surrounding areas, we ask whenever possible to restrict the number of parked vehicles – management reserves the right to manage Carparking facilities both onsite & surrounding areas.
24. **Changes to these terms, conditions, rules and regulations**
 - i. The parties agree that MPM may make further terms and conditions for its facilities in relation to any matters not expressly dealt with in this Agreement and MPM may vary or add to these terms & conditions from time to time on one (1) months' notice in writing to the Owner
 - ii. The Owner agrees to abide by and comply with in all respects the terms, conditions, rules and regulations as made, varied or amended from time to time by MPM
 - iii. MPM may vary these terms, conditions, rules and regulations by adding, altering or deleting any of them and in that event the new terms, conditions, rules and regulations will be binding on the Owner upon MPM giving the Owner one (1) months' notice in writing of the new terms and conditions
 - iv. A copy of the current terms, conditions, rules and regulations is published on www.marmongpointmarina.com.au

MARMONG POINT MARINA
CONDITIONS, RULES and REGULATIONS

WE HAVE PLEASURE IN WELCOMING YOU TO MARMONG POINT MARINA. THESE CONDITIONS RULES AND REGULATIONS ARE DESIGNED TO ENSURE THE SAFETY AND BOATING PLEASURE OF OWNERS AND THEIR GUESTS.

1. Vessels in a seaworthy condition and under their own power will be admitted to the marina area. Vessels must be registered, identified, marked, equipped and maintained as required by law and safe practice.
2. Vessels entering MPM waters/land immediately come under the jurisdiction of MPM and shall be berthed only where directed. Berth allocation will be assigned by the Manager of the Marina (Manager) or person appointed by the Manager (Duty Officer).
3. It shall be the responsibility of the vessel owner (Owner) to keep the premises licenced to them in an orderly and clean condition. Walkways and fingers will be kept clear of all gear including dinghies or the like. Private stowage facilities shall not be used within the marina area.
4. It shall be the responsibility of the Owner to keep his vessel in such condition that it does not become unsightly or dilapidated or reflect unfavorably on the appearance or standards of MPM facilities. The deck of the vessel shall be kept free and clear of debris, bottles, papers, trash or other unsightly material at all times including during washing.
5. No contractors or individuals will be permitted to undertake any work on a vessel in marina areas without providing insurance details, completing a Contractors Package and final approval from the Manager or Duty Officer. All contractors and individuals must comply with the Work Health and Safety Act and the Environmental Protection Act. A fee may apply to contractors working at the marina.
6. Major repairs, engine changeovers, external painting and rebuilding is permitted only where directed (service area) prior to commencement.
7. **Disorderly conduct or excessive alcohol by an Owner or guests or agents will not be tolerated. Noise must be kept to a minimum at all times. Owner shall use discretion when operating radios and musical instruments and apparatus so as not to cause a nuisance to surrounding neighbours and in accordance with State and Local Government regulations. Any of these behaviours shall be cause for cancellation of this agreement.**
8. No refuse of any description shall be thrown overboard at any time, but placed in land containers provided. No oily or filthy bilges, toilets, oil, chemicals, spirits or inflammable materials shall be discharged into marina waters or on the surrounding foreshore. The Owner will indemnify MPM from any action brought by the Environmental Protection Authority either through the neglect or not of the Owner.
9. Swimming or diving within marina waters is prohibited.
10. Children should be accompanied by adults at all times.
11. Domestic pets must be approved by MPM management. Pets must not disturb other Marina clients. They should be leashed and escorted at all times whilst on the marina walkways and grounds.
12. Laundry of any type or any item of a personal nature shall not be hung to dry out, or air, aboard the vessel in public view.
13. It shall be unlawful for the Owner, operator, or person in charge of any vessel to remove the vessel from marina areas without permission of the Manager or Duty Officer when the vessel's berthing account is in arrears.
14. A speed limit of a maximum of 3 knots is to be observed within, departing from, or when approaching the entrance to the marina area. When entering or leaving the marina waters, observe standard procedures. Always keep to the right.
15. It is the Owner's responsibility to secure all mooring lines to their respective bollards when vacating a berth. Lines must not be permitted to float on the waterways.
16. All power cords must be kept in good working order and must be certified and comply with State Regulations. The lead should be an Australian Standard, a minimum of 1.5sqmm x 15amp, ultra violet stabilised casing & socket; casing to be terminated within the plug housing with no signs of damage or weathering, **all leads must be tested and tagged annually** to ensure compliance at owner's expense. The socket must be kept clean and rust free.
17. The Owner will be provided with a key to marina facilities. A deposit fee is payable which is refunded when the key is returned. The key remains the property of MPM and shall be surrendered on the termination of this agreement. In the interest of all Owners any gates entered must be closed immediately on departure. Duplicate keys are not permitted.
18. It is the Owner's responsibility when leaving his vessel unattended on marina property to shut off all fuel valves, gas cocks, toilet and pump valves and self-draining scuppers.
19. The fuel wharf is for refueling purposes only. Berthing a vessel at the refueling wharf is strictly prohibited under State Fire Authority regulations. Refueling the vessel within marina areas shall only take place at the established refueling wharf.
20. The Owner shall not, for any reason whatsoever, carry, hold or store any substance on or near the vessel or marina which is explosive, corrosive, toxic or flammable other than what is necessary for the operation of the vessel.
21. Vessel tenders must be housed aboard the vessel whilst on marina property.
22. This agreement does not entitle non-boat-owners access to MPM's car parking facilities which are set aside for Marina boat owners. MPM provides general car parking for day visitors. MPM is not responsible for any loss or damage to vehicles parked in any car park or other marina areas. No trailers or trailer boats are permitted in the car parks.
23. No vessel shall enter or leave marina areas under sail.
24. In the event of an emergency, all clients must follow the directions of the Marina Manager/Duty Officer. After hours emergency telephone numbers are displayed on the gate signage.

ACKNOWLEDGEMENT

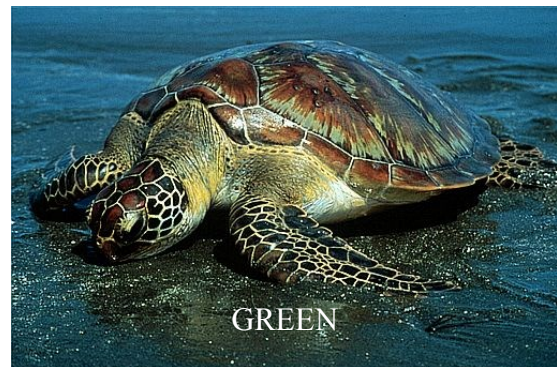
By signing the attached Schedule A The Owner acknowledges he/she has read and understood the terms of this Agreement, including the Conditions, Rules and Regulations

MARINE TURTLES IN LAKE MACQUARIE

Green, Loggerhead and Flatback turtles are known to occur in Lake Macquarie.

All marine turtles are protected by law and most are classified as a threatened species under NSW and Commonwealth legislation.

Marmong Point Marina encourages all who use the waterway to be aware of and respect marine wildlife.



LOCAL THREATS TO MARINE TURTLES

- X Plastic bags and other waste mistaken for jellyfish
- X Cigarette butts
- X Fishing line and hooks
- X Boat and propeller collisions
- X Entanglement and drowning in nets, ropes, floats and traps
- X Habitat destruction, poor water quality and seagrass depletion
- X Deliberate acts of cruelty
- X Disease

WHAT YOU CAN DO

- Appropriately dispose of your rubbish
- Collect litter on or adjacent to the lake
- When boating, travel slowly over seagrass beds
- Report people engaging in illegal netting or trapping
- Assist in coastal health projects (e.g. seagrass monitoring)
- Join your regional animal rescue and care group
- Report sick or injured turtles

Sightings of marine turtles can be reported to the Native Animal Trust Fund 0418 628 483 or
National Parks and Wildlife Service - Lakes Area office on 02) 4358 0400 or through the website
<http://www.environment.nsw.gov.au/surveys/MarineTurtleSurvey.htm>



Leave only water in your wake

This page provides advice on how to enjoy the experience of boating, while ensuring you help safeguard the quality of the waterway environment.

The NSW boating community is fortunate to enjoy an abundance of beautiful waterways and foreshores. Over time, we've come to realise the limits that these environments can tolerate, and how close we are to those limits. We therefore ask that each individual follows the best possible environmental practices when using and maintaining boats, on and around the water.

Sensible environmental practices in using and maintaining boats will go a long way towards preserving the aquatic environment for future generations.

Here are some suggestions on how to enjoy the experience of boating, while ensuring you help safeguard the quality of our fragile environment:

- Make sure your boat and its engines are in good working order. Regularly check seals, gaskets, hoses and connections for leaks and drips
- Take care when filling your fuel tank to avoid spillage into the water. If you overfill your fuel tank, wipe the spill up with a rag. Do not hose the fuel into the water
- Install a holding tank (on small craft this could be as simple as using a portable caravan/camping toilet). Dispose of its contents at waste receiving facilities at boat ramps and marinas
- Limit the amount of water you use in sinks and showers. Use low or non-phosphate soaps
- Wipe cooking utensils and plates clean with a paper towel before washing-up
- Take care where you anchor. Avoid seagrass beds as these are important fish habitats
- Travel at speeds that avoid excessive wash. This may cause bank erosion, disturbance to sensitive river or seabed environments, or annoyance or danger to others
- Keep your bilges clean in order to prevent pollutants being discharged overboard. Use an absorbent pad in the bilge to clean up oily water and always dispose of the absorbents appropriately
- Understand and obey the restrictions for engine noise and amplified music that apply to your type of vessel. Consider noise in relation to the time and area in which you're boating
- Prevent the spread of exotic aquatic weeds, such as *caulerpa taxifolia*. Remove all plant fragments from trailers, props, anchors, ropes, chains and fishing tackle. Collect all pieces in a plastic bag, seal it and put the bag in a bin
- Collect all rubbish on board (including cigarette butts) and properly dispose of it ashore
- When possible, remove your boat from the water, and clean it, in areas where debris can be properly captured and disposed of
- When your boat is being scraped or sanded, use a vacuum sander or place a drop sheet underneath to catch paint scrapings. Dust dispose of these carefully
- When painting your boat's hull, use the right paint for the job and be sure to carefully follow the

application instructions. Check with a marine painting professional to determine if there are alternatives that are more environmentally-friendly.



Seagrasses

This page outlines the importance of seagrass beds and what measures you can take to help preserve seagrass beds.

Seagrass beds provide food and shelter for a wide variety of fish and invertebrates. Many popular angling species use seagrasses as their nursery, before moving to other habitats as they grow. Seagrasses also help bind the sea floor and improve water quality.

Much of NSW seagrass has been lost through the effects of water pollution, foreshore development and recreational use of waterways. You can help to preserve seagrasses by:

- Not driving your boat across shallow, weedy areas, as boat propellers act like harvesters on seagrass;
- Not anchoring on seagrass beds, as anchors can dislodge seagrass plants; and
- If you need to replace your mooring and it is currently over a seagrass bed, contact your local Maritime Office to discuss relocating it to an area away from seagrass.

Roads and Maritime is currently trialling seagrass friendly moorings in an attempt to minimise the impact of boating on seagrass beds. The Department of Primary Industries is also undertaking an inventory of seagrasses in NSW which will assist in identifying appropriate mooring areas and help to determine where anchoring will not damage seagrasses.



Sewage, greywater and other discharge

Under the *Protection of the Environment Operations Act 1997* (POEO Act), it's an offence to pollute any waters, unless permitted under a licence issued by the Environment Protection Authority. Maritime officers can issue on-the-spot infringement notices of \$750 to an individual, or \$1,500 to a corporation where cases of pollution from vessels are detected.

Regulations

The POEO Act is complemented by the Marine Pollution Regulation 2006. This regulation is designed to improve the management of sewage pollution from vessels and simplify the capacity requirements for sewage holding tanks.

Specific provisions of this regulation include:

- The discharge of untreated sewage from vessels into navigable waters is prohibited, except into a waste collection facility such as a pump-out or on-shore toilet
- Class 1 (passenger carrying) and Class 4 (hire and drive) vessels are required to be fitted with toilets and toilet waste holding tanks, or to have an approved plan of management for the disposal of waste
- Certain commercial vessels (essentially those built after January 1 2005 and used on the Murray River or Sydney Harbour, or those belonging to either the passenger carrying or hire and drive classes and built after that date) must be fitted with grey water tanks
- Marinas operating on a commercial basis in the Sydney Harbour locality (regardless of size) are required to provide adequate and accessible vessel waste collection facilities.

Pumpout facilities

The contents of vessel sewage and galley waste holding tanks must not be discharged into the water, but instead, discharged at a pumpout facility.

On-board greywater treatment systems

Greywater is discharged from shower or galley installations.

From 30 September 2011, commercial vessel operators, except those operating large vessels on Sydney Harbour and its tributaries, are able to use an on-board greywater treatment system that is compliant with Australian Standard AS 4995-2009.

These operators may continue to use a greywater holding tank, but now they have the choice of using a holding tank or a compliant on-board treatment system.

Recreational vessels

There are no specific requirements for recreational vessels. However, all vessel operators must ensure that they do not pollute.

Roads and Maritime Services recommends the installation of holding tanks, although owners of smaller vessels can use a portable toilet instead.

Planning your trip to take advantage of shore amenities is another way of preventing sewage from entering the waterways.

For information about public amenities, see the [National Public Toilet Map](#).

More information

You can download a copy of the Marine Pollution Regulation at www.legislation.nsw.gov.au. For more information, see [Frequently asked questions on sewage from vessels](#).



Reporting water pollution

Water pollution can adversely affect the health and amenity of our waterways. It's important to report it and here's who you can contact.

Why pollution should be reported?

Pollution, whether in the form of litter, sewage, greywater, bilgewater, hull scrapings or chemicals, can adversely affect the health and amenity of our waterways.

If you see any pollution, we encourage you to promptly report it. This allows authorities to make a timely response and helps to minimise any damage to the environment too.

Prompt reporting also increases the chances of successful action against those responsible for the pollution.

Who should pollution be reported to?

If the pollution appears to be coming from a vessel on the water, it should be reported to Roads and Maritime by calling **13 12 56**.

We ask that you record as many details as possible to help us with our investigation. For example, the vessel name, vessel registration number, the time and place of the incident and the type of pollution you see.

If the pollution appears to be coming from a marina or land-based facilities, or from a vessel 'on the slips', you'll need to contact either the NSW Environment Protection Agency (EPA) or the local Council.

Most larger facilities require a licence from the EPA. First of all, you should check their public register of licenced premises at <http://www.epa.nsw.gov.au/prpoeoapp/>.

If the facilities are listed on the EPA public register, you can report the incident to the OEH pollution line on **13 15 55**, providing as many relevant details as possible. This line is open 24 hours a day, 7 days a week.

If the facilities are **not** listed on the EPA public register, they're the responsibility of the local Council and you should report the incident to them.



Noise from vessels

The *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Operations (Noise Control) Regulation 2008* are two key legislative measures put in place to control noise levels on NSW waterways. These laws primarily exist to address and eliminate offensive noise.

Definition of offensive noise

Offensive noise is defined in the *Protection of the Environment Operations Act 1997* as noise:

- a. That, by reason of its level, nature, character or quality, or the time at which it's made, or any other circumstances:
 - Is harmful to (or is likely to be harmful to) a person who is outside the premises from which it's emitted, or
 - Interferes unreasonably with (or is likely to interfere unreasonably with) the comfort or repose of a person who is outside the premises from which it is emitted, or
- b. That is of a level, nature, character or quality prescribed by the regulations or that is made at a time, or in other circumstances, prescribed by the regulations.

The test for offensive noise is one of a 'reasonable person'. In deciding whether the noise from a motor vessel is offensive, the factors that would be taken into account include:

- The character of the noise (eg tones, impulses and fluctuations)
- The quality of the noise
- The noise level
- The effect of the noise on activities
- The amount the noise exceeds the background noise level
- The time of the noise event
- The waterside land-use
- The number of people affected.

Aquatic events

For racing vessels, the generally accepted maximum noise level for engines is 95 dB at 30 metres, tested in accordance with Australian Standard 2254-1988.

Roads and Maritime Services may make it a condition of an Aquatic licence for a significant international or national event, that a particular race or meeting may exceed the maximum noise levels, but only if the relevant local council(s) has provided the race organiser with their written approval.

Amplified music

When considering amplified music, the concept of 'offensive noise' must be applied.

In response to increased community awareness and concern about noise from vessels on Sydney Harbour, Roads and Maritime, through its Commercial Vessels User Group, developed a Code of Conduct for Charter Vessels Operating with Amplified Music Systems (PDF, 176Kb) The Code of Conduct was introduced to ensure that Owners and Masters of charter vessels comply when on NSW navigable waters.

This Code signifies a commitment by commercial operators to reduce the level of offensive noise emitted from amplified music systems on board charter vessels.

The Code specifies that no offensive noise will be emitted from any charter vessel, at any time. In addition to this, between midnight and 8am, charter vessels operating amplified music systems:

- Will not anchor
- Will remain underway
- Will operate at a distance of at least 200 metres from any shore
- Will not operate on Sydney Harbour, west of a line between Kirribilli and Bennelong point.
In the time period between 8am and midnight, charter vessels operating amplified music systems:
- Will remain underway when operating at a distance of less than 200 metres from any shore
- Will only anchor at a distance of at least 200 metres from any shore.



Garbage from vessels

Garbage can be fatal for marine animals and hazardous for recreational boaters and the fishing industry. Rope and plastic material may get caught in propeller shafts or block water intakes causing major damage, expensive repairs and loss of income while vessels are repaired.

Protection of the Environment (Operations) Act

Under the Protection of the Environment Operations Act 1997 (POEO Act), it's an offence to pollute any waters in NSW, unless permitted under an environment protection licence issued by the Environment Protection Authority. Garbage from vessels should be stored on board and disposed of responsibly once you're back on shore.

International Convention for the Prevention of Pollution from Ships

Annex V of the International Convention for the Prevention of Pollution from Ships (MARPOL 73/78) requires that certain vessels make specific provisions for garbage disposal.

The law does permit the disposal of certain types of garbage at sea, but there are strict requirements on where and how this can be done. Large vessels with specialised grinding/shredding equipment are authorised to discharge certain types of garbage when they're beyond a specific distance from land.

Nevertheless, all boat operators should be aware of two basic MARPOL principles:

1. No plastics thrown into the sea
2. No garbage discharged within 12 nautical miles from the nearest land.

Garbage disposal placards

If your vessel is 12 metres or more in length, you're required to display a **garbage disposal placard** on your vessel, where it's visible to crew and passengers.

The recommended wording for the placards can be found on the Australian Maritime Safety Authority (AMSA) website.

Garbage management plans

Annex V of MARPOL requires that certain vessels develop and follow a **garbage management plan** and be fitted with the necessary equipment outlined in the plan.

This requirement applies to you if your vessel is certified to carry 15 persons or more, or is 400 gross tons or

more.

Guidelines for the development of Garbage management plans can be found on the International Maritime Organization's website.

Garbage Record Books

If your vessel is over 400 tons, you'll need to enter details of every garbage incineration or disposal in a Garbage Record Book.

The record book, and any receipt for using a waste reception facility in port, must be kept for two years and be available for inspection by authorities.

For guidance and more information, see the AMSA website.

International voyages

If you intend to take your vessel on an international voyage, additional requirements relating to MARPOL Annex V will apply. For details about these requirements, see the AMSA website.