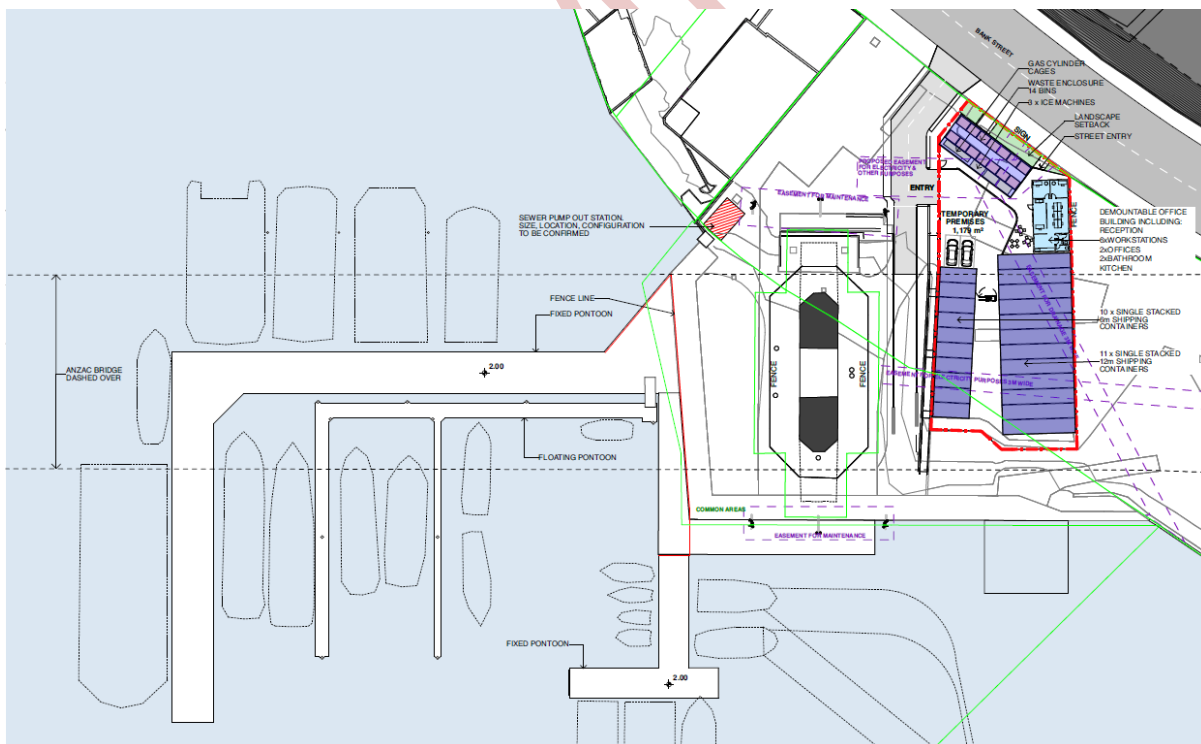


BANK ST – PYRMONT COMMERCIAL WHARF & ON LAND FACILITIES

Lot 19, 20, 21 & 22 DP 803159 Bank St, Pyrmont

PRELIMINARY PLAN OF MANAGEMENT

OPERATIONAL GUIDELINES



Indicative Plan only

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1. Purpose and Scope

- 1.1 This Plan of Management is a set of guidelines to regulate the operators using the commercial wharf and temporary land facilities at the Bank Street site. All operators who occupy or berth a vessel within the facility must comply with these guidelines.
- 1.2 The purpose of these guidelines are to facilitate the daily operations of the vessels in a way that will keep the facility in good repair, maintain the standard of the facility and waterways and control any facilities that are shared.
- 1.3 The guidelines may change from time to time at Road and Maritime's Services (RMS) discretion. It is intended that these guidelines will be updated when the permanent on land facility reaches practical completion.
- 1.4 The operations of the facility must comply with the provisions of the Environmental Action for Marinas, Boatsheds and Slipways (EPA, 2007).
- 1.5 This Plan of Management should be read in conjunction with the Project Approval (MP11_0001) as modified from time to time. In the event of any inconsistencies, the Project Approval will prevail.

2. General Operations

- 2.1 No embarkation or disembarkation of patrons is permitted from the facility.
- 2.2 A maximum of 22 vessels may be berthed at the facility at any time.

3. Deliveries and Storage

- 3.1 All deliveries to the facility must be made via the loading zone in the temporary on land facility.
- 3.2 Goods must be transferred into the temporary on land facility and not left in the common area.
- 3.3 Goods being delivered from the temporary facility to a vessel moored at the wharf must be:
 - a) Transported on a rubber wheeled trolley (or similar)
 - b) Adequately packed or covered to prevent them falling from the trolley;
 - c) Transported within the designated areas, routes and times indicated by the Project Approval.
- 3.4 All deliveries to the site are restricted to the hours of:
 - a) 7am – 6pm, Monday to Friday
 - b) 8am – 1pm Saturday to Sunday

4. Hours of Operation

- 4.1 Notwithstanding, the following activities are prohibited at the times as specified below:
 - a) Sewerage Pump out: 6:00pm - 7:00am, seven days a week
 - b) Internal Vessel Cleaning (including transfer of rubbish to on site waste storage bins): 6:00pm – 7:00am seven days a week.
 - c) Loading Stores/Providoring: 6:00pm – 7:00am seven days a week
 - d) Garbage collection: 4:00pm – 8:00am seven days a week

- 4.2 No refuelling is permitted from the land and on water facilities.
- 4.3 Vessel operators must comply with all relevant codes, statutes, acts, ordinances, regulations and Protection of the Environment Policies that relate to water, air and land activities including but not limited to waterway activities, safety, light, noise levels and all matters covered by the Protection of the Environment Operations Act 1997.

5. Garbage Removal

- 5.1 During peak season (November to January), garbage must be collected a minimum of twice weekly, and more frequently if required.
- 5.2 Garbage, unused food or beverages and other goods being transferred from a vessel at the commercial wharf to a garbage disposal facility or the premises of an operator must be:
 - a) Transported on a rubber wheeled trolley;
 - b) Sorted into the various recyclable groups (e.g. glass, paper, aluminium, refrigerated, general) and
 - c) Adequately packed or covered to prevent them falling from the trolley and suitably covered or sealed to minimize odours;
- 5.3 An operator must dispose of its garbage, at its expense, through facilities within the temporary on land facility and generally in accordance with the requirements of RMS. The installation of satisfactory garbage disposal facilities will form part of the operator's responsibility.
- 5.4 An operator must maintain designated garbage receptacles, in a clean, dry, adequately covered and where stipulated by RMS.
- 5.5 No garbage or other stock is permitted to be stored temporarily or permanently on the wharves, gangways, boardwalk or common areas.
- 5.6 An operator must promptly remove anything that may have been spilled from the receptacles and must take each action as may be necessary to clean the area within which it was spilled.
- 5.7 An operator must not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 5.8 An operator must ensure that, between collection periods, any food scraps are securely wrapped and covered to prevent permeation of odours.
- 5.9 An operator may remove rubbish from the vessels upon returning to the facility between the hours of 8:00am and 4:00pm.

6. Noise – subject to recommendations from the Acoustic Report

- 6.1 An operator must take reasonable precautions to minimise noise resulting from use of the other waterfront facilities likely to disturb the peaceful enjoyment of occupiers of other premises in the locality.
- 6.2 Operators are bound by the EPA and Council's regulations (and any other authority as required) relating to noise.
- 6.3 Noise generated at the premises must not exceed the noise limits in the table below.

Locality	Location	Noise Limits		
		Day	Evening	Night
Bayview Towers	Pyrmont	60 LAeq	50 LAeq	45 LAeq
Glebe Point	Glebe	58 LAeq (15 mins)	50 LAeq	45 LAeq

- 6.4 For the purpose of this condition:
- Day is defined as the period between 7AM to 6PM, Monday to Saturday and 8AM to 6PM, Sunday and public holidays;
 - Evening is defined as the period of 6PM to 10PM; and
 - Night is defined as the period from 10PM to 7AM Monday to Saturday and 10PM to 1AM, Sunday and public holidays.

7. Common Areas

- 7.1 An operator must not deposit or throw any rubbish, dirt, dust or other material or discarded item on common property or common areas.
- 7.2 An operator must not obstruct the lawful use of any common area by any person except on a temporary and non-recurring basis.
- 7.3 An operator must not mark, fix, paint, drive nails or the like into, or otherwise damage or deface any structure that forms part of the common area except with the written approval of RMS.
- 7.4 An operator must repair any damage to any part of the common area caused by that operator's installation or removal of a locking or safety device, screen, other device or structure that forms part of common property or the common area and that services the lot.
- 7.5 The common area referred to in this clause are those parts of the boardwalk and promenade and on-land component of the Bank St site indicated in the attached plan entitled "Common Areas"

8. Behaviour of Invitees

- 8.1 The operator (and sub-licensees) must take all reasonable steps to ensure staff do not behave in a manner likely to interfere with the peaceful enjoyment of the occupier and/or operator of another lot, or any person lawfully using common property or the common area.
- 8.2 An operator must take reasonable steps to ensure that invitees of the operator are appropriately clothed and must not use language or behave in a manner likely to cause

offence or embarrassment to any person lawfully using common property or common area.

9. Preservation of Fire Safety

- 9.1 An operator must not do anything or permit any invitees of the owner or occupier to do anything to the lot, common property or common area that is likely to affect the operation of fire safety devices or reduce the level of fire safety at the Bank Street site in the lots or common property.
- 9.2 An operator must not use any fire services (including hoses, reels and nozzles) for cleaning or any other purpose other than fire safety.

10. General Safety

- 10.1 Each operator must take the necessary precautions to ensure all safety devices, including lifebuoys, extinguishers, etc., within the licensed areas are maintained in working order and are not used for any purpose other than safety.

11. Prevention of Hazards

- 11.1 An operator must not do anything or permit any invitees of the owner or occupier to do anything on the Bank Street site, common property or common areas that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the Bank Street site and common property.

12. Vehicles

- 12.1 An operator must not park or stand any motor vehicles in common areas or permit any invitees of the operator to park or stand any motor or other vehicle in common areas except with the prior written approval of RMS. Motorised garbage removal operators are exempt from this clause.
- 12.2 An operator using those areas outside the lease or licence boundaries, such as public roads, must comply with the relevant rules, codes, laws and regulations applicable to those areas.
- 12.3 Vehicular access to the common areas is not permitted without the prior consent of RMS, except in the case of emergencies.

13. Storage of Flammable Liquids and other Substances and Materials

- 13.1 An operator must not, except with the prior written approval of RMS, use or store on the lot or common area any inflammable chemical, liquid or gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Appearance of Licensed Areas

- 14.1 An operator must ensure that at all times the licensed areas is kept clean, presentable and aesthetically acceptable, and that any material visible from outside the lot is in keeping with the prior written approval of RMS.

15. Vessels and Equipment

- 15.1 An operator, at its own expense, shall keep and maintain their vessel(s) and equipment, including but not limited to the ropes, gangways and lines of, on or attached to the vessel, in good and proper working order and condition and in good and substantial repair.
- 15.2 An operator shall operate, maintain and store their vessel(s) and equipment with due care and diligence. The vessel(s) must be registered with the relevant authority.
- 15.3 An operator shall comply with all relevant laws, regulations, rules and by-laws governing or relating to the registration or licensing of the vessel(s) and equipment or in any manner governing or relating to the vessel(s) and equipment or the use thereof and obtain and maintain in full forces and effect all necessary licenses, permits, certificates and registrations governing or relating to the vessel(s) and equipment or the uses thereof and to pay promptly all requisite fees and charges upon demand.
- 15.4 An operator will not bring any animals onto the licensed and leased premises or common areas.

16. Risk and Insurance

- 16.1 An operator assumes all risk and liability for and in respect of the use of the facilities of the temporary premises and wharf and the use of their vessel(s) and equipment including but not limited to ropes, gangways, lines and tackle and for all loss, damage, injury or death caused to persons or property howsoever arising from the use of the facilities, their vessel(s) and equipment.
- 16.2 Notwithstanding whether or not the operator has affected insurance with respect thereof, the operator will indemnify and release RMS against and from any claims or demands resulting from loss of or damage to the facilities, other property or persons howsoever caused.
- 16.3 An operator shall insure and keep their vessel(s) and equipment insured with an insurer of recognised standing acceptable to RMS in joint names of the operator and RMS for the respective rights and interest against such risks as RMS may nominate or in the absence of such nomination against any loss, damage, injury or death occasioned by the use of the facilities and or the use of the vessel and its equipment howsoever caused. Such insurance shall be in the minimum sum of twenty million dollars (\$20,000,000)
- 16.4 An operator will not do any act or thing, which might invalidate or prejudice any such insurance of RMS interest therein.
- 16.5 An operator shall advise RMS forthwith in writing of any event that leads or might lead to a claim for compensation or payment under any insurance policy and shall comply with all instructions of RMS in connection with its claim.

17. Toilet Facilities

- 17.1 Toilets will be provided within the temporary on land premises for customers and staff. No toilet facilities will be provided on the wharves or external to the premises.
- 17.2 Each operator and licensee will contribute to the building maintenance and cleaning costs associated with the common toilets (if any).

18. Advertising and Signage

- 18.1 Signage must be provided in accordance with the Project Approval.
- 18.2 Any new signage proposals should be submitted to RMS for approval and the necessary planning approvals obtained.

- 18.3 Signage should identify the primary business/operation name only. No commercial brands are to be displayed other than the approved trading name.
- 18.4 No sign, advertisement, notice or other poster is to be exhibited or affixed to any part of any tenancy unless specifically approved.
- 18.5 Signage will be permitted on the wharves and at the promenade level of the gangways to assist the public and patrons in embarking and disembarking from the vessels. The signage must be submitted to RMS for approval and should be consistent with the approved signage on the shore buildings. There must be no signage placed within the common areas.

19. Security

- 19.1 Where security services are provided for each building, or for designated areas, then each operator must allow those services to operate in the intended way. An operator may however, at their own expense, supplement those services using the security service provided for that area or some other security service.
- 19.2 The security of each vessel, wharves, gangway and license area is the responsibility of the respective vessel operator/licensee.
- 19.3 RMS will advise the operators on security services. Each operator must contribute towards the costs of any common security services.
- 19.4 Any fencing or similar security device is to be visually transparent and kept open during daylight hours and unobstructed views of the pylon.

20. Maintenance and Servicing

- 20.1 Heavy maintenance and servicing of vessels or plant and equipment relating to the operators is prohibited at this facility. Such activities include, but not limited to the following:
 - a) Marine works, slipping, painting, fit outs
 - b) Mechanical and electrical work, use of industrial/noisy equipment.
- 20.2 Light/Minor servicing and maintenance is permitted provided that:
 - a) It is limited to paint touch-ups, internal/non visual work, cleaning and essential service maintenance from time to time.
 - b) It is undertaken during the hours of 7:00am and 6:00 pm, Monday to Saturday.
 - c) It complies with all laws.