

Marine Park Permit

Department of Environment and Science

Section 16 of the *Marine Parks Regulation 2017*

AUTHORITY No. P-MPP-100214387

This Authority will remain in force for the following term, unless sooner surrendered or revoked:

TERM: 21 APRIL 2022 TO 21 APRIL 2032

AUTHORITY HOLDER: Moreton Bay Regional Council
ABN/ACN: 92967232136
ADDRESS: 2 Haskings Street CABOOLTURE QLD 4510

Approved Location and Purpose:

Authorised Area / Location (s)	Activity/Purpose(s)	Details (If Applicable)
Moreton Bay Marine Park Tidal land and waters adjacent to: Lots 1 - 51/RP34794, Lot 53/RP229004, Lot 2/SP272747, Lot 25/SP31277, Lot 12/SP118168, Lots 59 - 70/RP89329, Lot 4/SP186500, Lot 3/SP182663, Lots 17 - 24/RP34782, Lot 1/RP34784, Lots 1 - 2/RP74628, Lots 3 - 13/RP34784, Lot 2/RP115884, Lots 2, 4, 6, 8 and 10/RP82384, Lots 1 - 2/RP89245, Lot 16, 18, 20, 22, 24, 26, 28, 30, 32 and 34/RP82385, Lot 34, 36, 38, 40, 42 and 44/RP82382, Lot 46/RP111036, Lot 48, 50, 52, 54 and 56/RP82383, Lot 1/RP51188, Lot 46 - 47/RP34785, Lot 1/RP34786, Lots 50 - 54/RP34785, Lot 1/SP163744, Lots 58 - 79/RP34785, Lot 7/SP134868, Lots 82 - 87/RP34785, Lot 1/RP74806 and Lot 3/SP231515.	Carry out works - Other	Carry out works involving the repair and/or replacement of existing seawalls, and construction of new seawalls.



Signature

21 APRIL 2022

Date

Lawson McLiver
Delegate of the Chief Executive of the
Department of Environment and Science

CONDITIONS - MARINE WORKS

ACCESS

1. The Authority Holder must ensure that any temporary access paths are constructed of material that is easy to remove such as geofabric overlay with rock.

ACCESS TO CONSTRUCTION SITE

2. Access to the construction site must be available to the Managing Agency during working hours.

ACID SULFATE SOILS

3. The Authority Holder must ensure that any potential acid sulphate soils exposed during works are treated as necessary and contained to prevent any contamination of the Marine Park.

DISTURBANCE TO ADJACENT AREAS

7. The Authority Holder must ensure that the activity is conducted in a manner that causes minimal disturbance to the marine ecosystem (e.g. adjacent seagrass and mangrove communities).

8. The Authority Holder must rehabilitate, as far as practical, adjacent areas disturbed because of the permitted activity.

EROSION AND SEDIMENT CONTROL

9. The Authority Holder must install and maintain erosion and sediment control measures which are in accordance with the Best Practice Erosion and Sediment Control (BPESC) guidelines for Australia (International Erosion Control Association) to prevent the release of sediment to tidal waters.

MANAGEMENT OF STORMWATER

10. The Authority Holder must minimise contaminated stormwater runoff to the Marine Park by:

(a) ensuring that uncontaminated stormwater runoff is diverted around or away from the works site; and

(b) ensuring that any material stockpiles are protected by suitable drainage diversion structures and/or covered to minimise contact with rainfall and/or stormwater.

NOTIFICATION OF COMMENCEMENT

11. The Authority Holder must notify the Chief Executive at least 10 business days prior to the commencement of the permitted works. This may be submitted by:

(a) email to marineparksworks@des.qld.gov.au; or

(b) post to Team Leader, Statewide Marine Works, Assessments and Approvals, Department of Environment and Science, PO Box 15187, City East QLD 4002.

NOTIFICATION OF INCIDENT INVOLVING MARINE ANIMALS (TURTLE, DUGONG AND CETACEANS)

12. In the event a marine animal is injured or captured during the works, the Authority Holder must immediately notify the animal emergency hotline by telephoning the department on 1300 130 372.

PERMITTED WORKS

13. All works must be carried out in accordance with:

- (a) The Marine Parks authority application used to assess this authority
- (b) Any document or report submitted with the application
- (c) Any drawing/s or plan/s submitted with the application
- (d) If additional information was requested additional information submitted in support of Marine Parks authority application;

PROTECTED SPECIES (SHOREBIRDS)

14. The Authority Holder must ensure that the activity does not cause disturbance to shorebirds or shorebird roosting and feeding areas.

PROTECTED SPECIES (TURTLES)

16. The Authority Holder must ensure that the activity does not cause disturbance to turtles and turtle nests.

QUALITY OF MATERIAL

18. The Authority Holder must ensure that all materials used in beach nourishment works are:

- (a) clean and free of silt;
- (b) suitable for the purpose having regard to the location of the land and to the proposed use of the land; and
- (c) free from pests, chemicals and other contaminants.

QUALITY OF MATERIAL PLACED WITH THE MARINE PARK

19. The Authority Holder must ensure sand for beach nourishment has the following characteristics:

- (a) the sediment consists predominately of sand (i.e. 90 per cent on the sediment has a grain size diameter greater than 0.06mm).
- (b) the sand used for the work has a similar or coarser grading to the upper beach sand at the site.
- (c) the sediment contains less than 10 per cent fines (i.e. sediment with a grain diameter of less than 0.06mm).
- (d) the sediment is clean, free of contaminants, pests and chemicals and does not contain any deleterious material such as builders waste or rock.

REMOVAL OF MATERIAL AND EQUIPMENT

20. The Authority Holder must remove all materials and equipment used in the activity (other than materials comprising the structure associated with the permission) from the Marine Park on completion of the activity associated with this permission or on expiry of the permission, whichever occurs first.

REMOVAL OF WASTE

21. The Authority Holder must ensure that, after completion of the works, any waste generated because of the permitted works is removed and the area is restored to its original condition, to the satisfaction of the Managing Agency.

TRANSFER OF FUEL

23. The Authority Holder must ensure that transfer of fuel does not occur within the foreshore or authority area.

CONDITIONS - STANDARD

INSURANCE

24. For the Term of this Authority,

(a) The authority holder must take out and maintain the following insurances:

- (i) where required by law, insurance under the *Workers' Compensation and Rehabilitation Act 2003*, or its equivalent under another jurisdiction with the consent of the Chief Executive; and
- (ii) where not covered under clause (a)(i), accident insurance sufficient to cover workers, volunteers and eligible persons (as defined under the *Workers' Compensation and Rehabilitation Act 2003*) with the consent of the Chief Executive; and
- (iii) a public liability insurance policy for not less than \$20 million on a claims occurring basis in respect of the death of, or injury to persons, or loss or damage to property; and
- (iv) any other insurances as reasonably required by the Chief Executive.

(b) The authority holder must ensure that the insurance policies required under this clause are with:

- (i) an Appropriate Insurer; or
- (ii) if the Authority Holder is globally or self-insured, another insurer with the written approval of the Chief Executive.

(c) The Authority Holder must ensure that in relation to the insurable interests under this clause, insurance policies are effected (either by the Authority Holder or by a third party) to cover all invitees, employees, contractors, agents, members or clients of the Operator, and the State is named as an interested party.

(d) Before undertaking any activities on the Relevant Area, the Authority Holder must have in place all insurances required by this clause.

(e) In any circumstance where the insurances required under this Authority are cancelled, altered or expire before the expiry date of this Authority, the Authority Holder must cease all activities on the Relevant Area until such time as alternative insurance policies that comply with the requirements of this clause have been obtained.

(f) The Authority Holder must provide copies of certificates of currency for the insurances required under this clause if requested by the Chief Executive, acting reasonably.

(g) If the Authority Holder is an individual or sole trader, then clause (a)(i) is satisfied if the Authority Holder maintains:

- (i) personal accident insurance covering all medical treatment, hospitalisation, and medical expenses; and
- (ii) income protection insurance; and
- (iii) death and disability insurance;

equivalent to the coverage and entitlements provided to employees under the statutory provisions of the *Workers Compensation and Rehabilitation Act 2003 (Qld)*.

(h) Where the Authority Holder –

- (i) is a Commonwealth, State or Territory government department, agency or statutory body; and
- (ii) is a self-insurer; and
- (iii) has provided the Chief Executive with a certificate from an appropriately authorised officer to that effect.

the Authority Holder is deemed to have complied with this clause.

(i) If the Authority Holder breaches its obligations under this clause, the Chief Executive may immediately terminate this Authority by written notice to the Authority Holder.

COMPLIANCE WITH LAWS

25. All activities conducted under this authority must be undertaken in accordance with the provisions of the laws in force from time to time in the State of Queensland.

26. The Authority Holder must ensure that when operations are conducted in the approved location under this Authority, the authority or a certified copy of the authority is held at the site or sites of operation and on vehicle/s or vessel/s during transit to and from the site or sites.

27. The Authority Holder must inform staff and participants in the program of any relevant restrictions applying under any relevant plans or legislation and this permission.

28. The Authority Holder must further comply with the conditions specified in any schedules/ attachments attached to this authority when entering or using an approved location to which the relevant conditions relate.

29. The Authority Holder must at their own expense punctually comply with all statutes, ordinances, local laws, regulations or rules in force at the time, which apply to the approved location and adjoining land and/or the Authority Holder's use of the approved location and adjoining land.

AUTHORITY HOLDER'S AUTHORITY

30. The Authority Holder must have the power, authority and ability to be issued this Authority and must perform its obligations under this Authority with all due skill, care and diligence.

INDEMNITY

31. The Authority Holder:

(a) indemnifies; and

(b) releases and discharges the State (including its Representatives) from and against all actions, proceedings, claims, demands, costs, losses, damages, liability and expenses which may be brought against, or made upon the State (or any Representative) or which the State (or any Representative) may pay, sustain, or be put to by reason of, or in consequence of, or in connection with this Authority and the occupation and use of the Approved Location by the Authority Holder, except to the extent of any negligent act of the State (or any Representative).

(c) The Authority Holder must notify the Chief Executive in writing of any death, injury, loss or damage immediately upon the Authority Holder becoming aware of such death, injury, loss or damage.

(d) If the Authority Holder breaches its obligations under sub-clauses (a) and (b), the Chief Executive may give notice to the Authority Holder stating the breach and if the breach is not remedied in accordance with the timeframe set out in that notice, the Chief Executive may immediately cancel this authority by written notice to the Authority Holder.

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT LOSS

32. The State and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation, or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this Authority.

NO WARRANTY AND RISK

33. The Chief Executive does not warrant that the approved location are free from defect or that it is safe, fit, suitable or adequate for the permitted use. To the full extent permitted by law, all warranties as to fitness, suitability and adequacy implied by law are expressly negated.

34. The Authority Holder uses the Approved Location entirely at its own risk and must first check the Approved Location to ensure that they are suitable for the permitted Use under this authority before undertaking any permitted activities.

INTERPRETATION

In this Authority

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) any term or expression to which a meaning is assigned by an Act has the meaning so assigned when used in this Authority;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) any reference to a document (including this Authority) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a reference to a schedule, attachment or annexure is a reference to a schedule, attachment or annexure to or of this Authority, and a reference to this Authority includes all schedules, attachments and annexures to it;
- (h) **includes** in any form is not a word of limitation;
- (i) a reference to **\$** or **dollar** is to Australian currency;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (l) The Purpose must be undertaken in accordance with the provisions of any relevant Act, Regulation or Zoning Plan;
- (m) where the day on or by which any thing is to be done, is not a business day, that thing must be done on or by the next succeeding day which is a Business Day

DEFINITIONS

Act means a reference to the *Nature Conservation Act 1992*, *Marine Parks Act 2004*, *Forestry Act 1959*, *Recreation Areas Management Act 2006*, *Biodiscovery Act 2004*.

Appropriate Insurer means an insurer which -

- (a) is authorised under the *Insurance Act 1973* (Cwth);
- (b) is registered with the Australian Prudential Regulation Authority as an authorised insurer; and
- (c) has a Standard & Poor's rating of no less than A-.

Approved Area / Location means the land over which the authority applies as defined in the table labelled "Approved Location and Purpose" listed above.

Authority means this document and all annexures to this document.

Business Day means any day in the State of Queensland that is not a Saturday, Sunday or Public Holiday.

Chief Executive means the chief executive, or his/her delegate including local departmental officers where applicable, of the Department responsible for the relevant act and its instruments under which the authority is being issued.

Improvements mean all development works including any vegetation clearing and all buildings, structures, erections and other infrastructure if authorised under this authority for the authorised area.

Location means the land over which the authority applies as defined in the table labeled "**Approved Location and Purpose**" listed above.

Management Plan means any document detailing management guidelines as required under the relevant **Act**.

Marine Park means a marine park declared, or taken to be declared, under the *Marine Parks Act 2004*.

Month means calendar month.

Protected Area means the protected area as defined by the *Nature Conservation Act 1992* that contains the authorised area.

Purpose means an approved activity or permission.

Queensland Parks & Wildlife Service means a Division of the Department of Environment and Science.

Queensland Parks & Wildlife Service Managed Area means an area declared under the *Nature Conservation Act 1992*, *Marine Parks Act 2004*, *Forestry Act 1959* and *Recreation Areas Management Act 2006*.

Representative means an employee, agent, officer, director, contractor, sub-contractor or other authorised representative of a party.

State means the State of Queensland.

Authorities and permits include licences, approvals, permits, authorisations, certificates, sanctions or equivalents/similar as required by legislation.