



Port Coogee Marina

City of Cockburn

Port Coogee Marina

Safety & Emergency Management Plan



cockburn.wa.gov.au/marina

Version 3
September 2021

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Document Control

Version	Description	Author	Reviewer	Date
V1	DRAFT FOR INTERNAL REVIEW	JGW	SB, ME, DV, NJ	
Rev A	FINAL DRAFT	JGW	Emergency Committee	
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1 Introduction

The Port Coogee Marina Safety and Emergency Management Plan (PCMSEMP) comprises all documents related to the overall operational safety of the Marina and identifies responsibilities of all parties with any involvement associated with the Marina. The document is intended to provide an overview of the Marina safety and emergency procedures.

The PCMSEMP will be identified by the City of Cockburn's Local Emergency Management Arrangements as an individual sub-plan of the Arrangements.

The PCMSEMP incorporates a series of structured documents to guide, inform, respond, educate and maximise the safety of all parties involved in the operations, management and ownership of the Marina. The following documents have been developed and will be refreshed on an ongoing basis as required.

2 Safety Management Plan

The Port Coogee Marina Safety Management Plan provides details of the objectives, responsibilities, identified risks, hazards and procedures relevant to the Port Coogee Marina. It is intended to assist the City of Cockburn (CoC) in providing a safe place of work for its staff, contractors, consultants, pen holders and others at the Marina.

This Port Coogee Marina Safety Management Plan is to be read, followed and enforced by all staff. It is to be relayed by way of site induction training to all other personnel who will visit or work at the Port Coogee Marina, including Pen Holders, Contractors, and other persons who will visit from time to time.

2.1 Safety & Emergency Planning Committee

The Safety and Emergency Planning Committee (SEPC) is responsible for the development, implementation and maintenance of the emergency management plan, emergency response procedures and all emergency related training. The committee must cover all areas / stakeholders within the Marina. A sub-committee will be formed from this larger committee to form the Emergency Control Organisation (ECO).

Members of both committees are listed in the table below. Roles relevant to each committee are listed in the central column. Instructions given by ECO personnel overrule City of Cockburn management structure.

Port Coogee Marina – Safety & Emergency Management Plan

Committee	Role	Personnel
Safety & Emergency Planning Sub-Committee: Emergency Control Organisation (ECO)	Chief Warden & First Aider	Marina Manger
	Warden & First Aider	Coastal Officer
	Communications Officer& First Aider	Marina Administration
	Floor / Area Warden & First Aider	Head Recreation Infrastructure and Services
	Warden	Head of Community Safety and Rangers
	Warden	Occupation Safety and Health Officer
	Warden	Facilities Officer
Safety & Emergency Planning Committee (SEPC)	Committee Member	Environmental Health Officer
	Committee Member	Baileys Fuels
	Committee Member	Facilities Manager
	Committee Member	DFES Representative
	Committee Member	Dome Café Representative
	Committee Member	Port Coogee Resident
	Committee Member	Port Coogee Pen Holder
	Committee Member	Communications & Media Officer

2.2 Process Control

This Management Plan identifies the procedures to be implemented for Process Control for work under the City's control, e.g. Program Planning Safety Reviews, Site Inspections, Risk Assessments, Safety Training, Contractor's Safe Work Method Statements, and adequate Supervision.

A Process may be a specific activity, a task, or a number of activities undertaken by the City and employees, Consultants and/or Contractors in carrying out the work required under a minor works contract, including installations, maintenance, inspections and other ancillary works.

Controlling the process includes controlling any possible emergency situation in accordance with the Emergency Management Plan.

All works will at times have some potential to be hazardous to those involved in the work. To have effective control of the risks involved, there needs to be established frameworks for identifying risks, then assessing the risk, and finally to devise measures to control the risk.

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The Marina Manager will ensure any Contractor(s) and or Consultant(s) have read the approved PCMSEMP available for the appropriate areas of responsibility as set out below.

The Marina Manager and Manager Recreation Infrastructure and Services will implement the Process Control through the following means:

- Management of Safe Work Practices
- Review of Statements and control of Contractor's and Consultants Safe Work Methods
- Informal monitoring, Marina site inspections and Hazard Control
- The Marina Manager shall keep a record of all safety meetings and incidents.
- Supply a report to the Head of Recreation Infrastructure and Services at the monthly safety meetings of the ECO which includes:
 - WorkSafe Visits (include a copy of any notices issued)
 - Environmental Authority Visits (include a copy of any notices issued)
 - Details of any Lost Time Injuries due to injury or illness
 - Details of any Incident Reports (attach a copy of the incident reports)
 - Details of any Safety Improvement Notices issued
 - Copies of OH&S inspections completed & by whom.
 - List of Hazardous substances brought into the Marina
 - Number of inductions carried out during the month
 - Schedule detailing status of the Pen occupancy
 - A list of any first aid incidents that have occurred during the month

All incidents will be reported to the City of Cockburn's Occupational Health and Safety Advisor.

2.3 Consultants, Contractors, Boat Pen Holder Responsibilities

The City must provide and maintain a workplace that is safe and without risk to health for their employees and other persons present at the workplace or affected by the work in relation to those matters over which the contractor has control.

The City, their Consultants, Contractors and the Pen Holders are responsible for complying with Statutory Regulations, the OS&H Act, Hazardous Substances Regulations, Noise Regulations, Environmental Acts and Regulations, Waste Minimisation and Management Act, and to an Australian Standard where applicable.

2.3.1 Consultants, Contractors

All Consultants and Contractors are required to submit their own Safe Work Method Statement (SWMS) or Job Safety Analysis (JSA) relevant to their work at the City. The City may assist by supplying relevant templates to be completed by the Contractors or Consultants prior to the works commencing. The Contractors and Contractors Safety Management System must be

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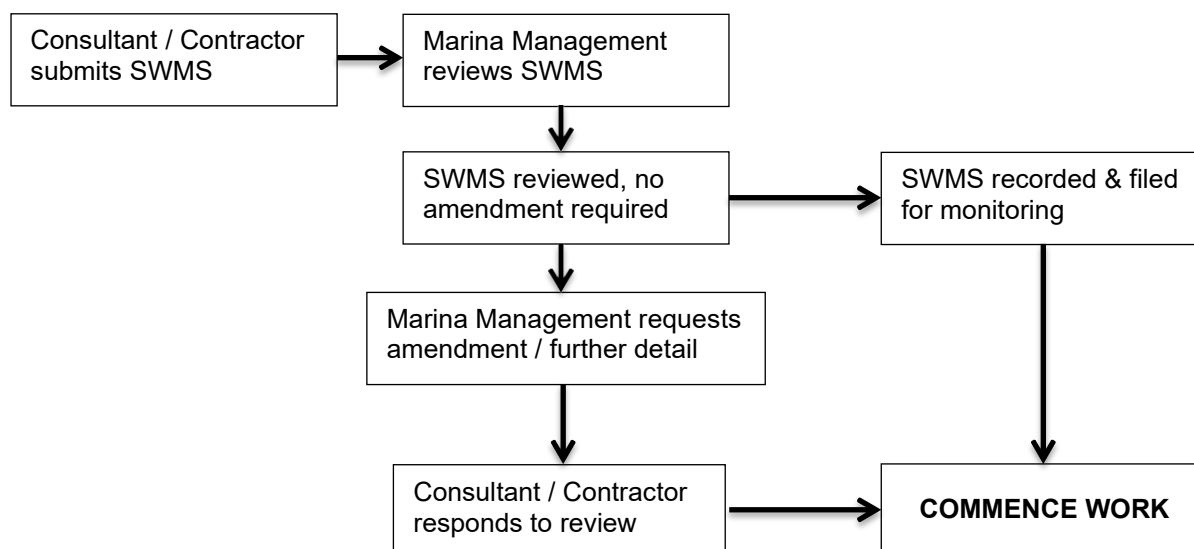
compliant with their AS4801 accreditation.

2.3.2 Training Responsibilities

The City and its Consultants and Contractors have an obligation under the work health, safety and environment State requirements to provide an induction including hazard risk management and appropriate training and instruction to all persons carrying out work at the Port Coogee Marina.

2.3.3 Review of Consultants, Contractors SWMS

Review SWMS as per the flow chart below.



2.4 Port Coogee Marina Induction & Training

Marina Management must ensure Consultants, Contractors and Pen Holders receive a site specific induction to ensure the health and safety of all persons who enter the Port Coogee Marina. The Marina Manager will ensure the following are being carried out at the Port Coogee Marina:

- A general health and safety induction training session.
- Work activity based health, safety induction & environmental training that relates to the particular type of construction work to be carried out.
- Site-specific health and safety induction training that relates to any particular site at the Port Coogee Marina where construction work is being carried out.

All records relating to the Consultants, Contractors and Pen Holder compliance, demonstrating that this has occurred are to be kept at the Port Coogee Marina and accessible, if requested.

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These records must be kept for seven years then archived.

APPENDIX A - Port Coogee Marina Contractor Induction Checklist, APPENDIX B - Port Coogee Marina Pen Holder Induction Checklist.

2.4.1 Emergency Control Organisation Training

Members of the Emergency Control Organisation shall be trained to develop the skills and knowledge necessary to undertake the duties set out in the emergency response procedures. There shall be sufficient personnel trained in all positions within the ECO to allow for projected absences. To this end, it may be necessary for all members of the SEPC to undergo this training.

Training will include:

- Emergency prevention, mitigation and preparedness
- Liaison with Emergency Services
- Imparting knowledge about the installed fire and safety systems
- Responding to alarms / reports of emergencies
- Communication during emergencies
- Evacuation activities
- Post-evacuation activities
- Occupants with disabilities, including development of personal emergency evacuation plans
- Human behaviour during emergencies
- Procedures for the specific emergencies contained in the emergency management plan
- Use of installed emergency response equipment

Emergency refresher training / drills for the ECO will be conducted regularly. This frequency will be reviewed on an ongoing basis, and frequencies of training and drills may be adjusted accordingly.

2.5 Consultation

2.5.1 Process

The City is committed to the consultation process, and recognises the benefits of meaningful consultation, which involves drawing on the knowledge, experience and ideas of employees and encouraging their participation and input to improve the City's systems for managing health and safety. Effective consultation can result in:

- Improved management decisions through gathering a wider source of ideas about health and safety.

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- Higher employee morale and job satisfaction through employee's views valued and taken into account.
- Healthier work environment and increase in productivity.
- Opportunities for learning through sharing of information, concepts and ideas.

2.5.2 Consultation with Consultants, Contractors & Pen Holders

Consultation with Consultants, Contractors and Pen Holders shall be via meetings at the Port Coogee Marina, emails, newsletters or noticeboard. The meetings, emails, newsletters or noticeboard shall include matters such as:

- Changes and modifications to the Port Coogee Marina.
- The implementation of control measures, as part of the hazard and risk management process.
- Any other matters which directly affect Consultants, Contractors and their employees, Pen Licensees and/or visitors to the Port Coogee Marina which have the potential to affect their health and safety.

Marina Management shall monitor the Consultants, Contractors and Pen Licensees' compliance with consultation processes as set out below:

- Consult with Consultants, Contractors in regard to the Safe Work Method Statements.
- Attending safety / site meeting relating to Contractors' works at the Marina.
- Receiving appropriate instruction in the safe use of personal protective equipment to be used when working with chemicals.
- Receiving appropriate training before starting a new task.

The City's Consultants and Contractors and their employees must have the opportunity to make comments on all areas that may affect their health and safety prior to commencing any

Task or work procedure at the Port Coogee Marina.

2.6 PPE and Safety Equipment

Marina Management will ensure contractors and consultants are aware of the required safety equipment and Personal Protective Equipment (PPE).

Marina Management will ensure that any equipment is of the appropriate type and in good working order.

Marina Management will ensure all Personal Protective Equipment has been identified in the relevant safe work method statements.

2.7 Hazard Assessment & Risk Control Measures

2.7.1 Hazard Assessment

A Risk Register for the site has been prepared. This is presented in APPENDIX C. This will be reviewed and updated in the safety meetings.

2.7.2 Risk Control Measures

Marina Management will ensure:

- All Contractors, Consultants are provided with or advised where they may readily view a copy of the Port Coogee Marina Emergency Management Plan and implement the appropriate controls; see Section 3.
- The Deed of Licence: Port Coogee Marina Mooring Pen and Port Coogee Marina Rules & Regulations is completed and updated when required, see APPENDIX D.
- All Pen Licensee(s) are provided with a copy of and sign the Deed of Licence, Port Coogee Marina which includes the Port Coogee Marina Rules.
- All Pen Licensee(s) implement the appropriate controls, as set out in the Deed of Licence Port Coogee Marina Rules, and Jetties, Waterways and Marina Local Law 2012.

2.7.3 Hazard Minimisation

The approach to all hazards, and work in areas affected by hazards, is to try, where possible, to eliminate or remove the hazard or to minimise the risk to allow works to proceed. All equipment to be used in the Port Coogee Marina will not only conform to the requirements of any statutory regulation but also to prudently practice both as to design and serviceable condition.

Any equipment or person on site at the Port Coogee Marina considered to create any danger on or about the Marina will be immediately removed from the Marina.

All existing parts and areas within the Port Coogee Marina which will be subject to any Works are to be adequately protected at all times during the execution of any Works.

2.7.4 HSE Monitoring & Reporting

Marina Management will be required to monitor and carry out weekly site inspections, and a site inspection report template to assist with inspections can be found in APPENDIX E. All site inspections reports are to be supplied to the Head of Recreation Infrastructure and Services upon request and at the safety meetings.

2.7.5 Hazardous Substances

Marina Management will be required to have a register of all hazardous substances stored at the Port Coogee Marina. A Material Safety Data Sheet (MSDS) is to be available upon request.

MSDS can be obtained from the supplier or manufacture of the product.

2.8 Major Incident Management

All incidents will be reported according to the City of Cockburn's incident response and reporting procedures.

The following steps must be taken:

1. Cease work in the affected area and cordon off the affected area if possible.
2. The Consultant / Contractor/ Minor Works Contractor will notify the Marina Manager immediately upon notification of the incident.
3. The Marina Manager will contact the Head of Recreation Infrastructure and Services.
4. The Head of Infrastructure and Services will contact:
 - a. The Safety & Injury Management Coordinator. They will notify the appropriate authorities (WorkSafe, etc.).
 - b. The City's legal representative and arrange for them to attend the site immediately if necessary.

2.8.1 Reporting of Incidents

All incidents/accidents are to be reported to the Head of Recreation Infrastructure and Services and the Safety & Injury Management Coordinator. In addition, government authorities may also require notification for particular types of incidents.

All incidents requiring the use of fire extinguisher must be reported to the Department of Fire Emergency Services via calling 000. A fire incident will not be considered stood-down without an inspection carried out by DFES.

An Incident Report form is to be completed in accordance with the City's Occupational Safety & Health Guidelines and Responsibilities, and a copy sent to the Safety & Injury Management Coordinator within 2 hours of the incident. This applies regardless of anyone being injured or not. If an incident/accident at the workplace causes:

- Fatality
- a fracture of the skull, spine or pelvis;
- a fracture of any bone in the arm (other than in the wrists or hand) or in the leg (other than a bone in the ankle or foot);
- an amputation of an arm, a hand, finger, finger joint, leg, foot, toe or toe joint;
- the loss of sight of an eye;
- any injury other than the above which, in the opinion of a medical practitioner, is likely to prevent the employee from being able to work within 10 days of the day on which the injury occurred; and

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- Some types of infectious diseases (HIV, tuberculosis)

The Safety & Injury Management Coordinator is to notify WorkSafe.

All media queries relating to an emergency will be referred to the Hazard Management Agency. Post media coverage will be managed in consultation with the Marina Manager via the City's Corporate Communications Department in accordance with the Local Emergency Management Arrangements.

2.8.2 Incident Investigation

The Marina Manager will notify Head of Recreation Infrastructure and Services, who in turn will notify the appropriate management that an investigation of incidents has commenced. The Marina Manager will be required to take photographs to assist in the investigating of the incident. The Marina Manager may be required to interview the injured person and or co-workers to ensure all relevant facts relating to the incident are recorded.

2.9 All Hours Contact Names and Phone Numbers

Refer to Port Coogee Marina Emergency Management Plan below.

3 Emergency Management Plan

The Port Coogee Marina Manager is responsible for the day to day operation and management of the marina.

A comprehensive plan of the Port Coogee Marina that identifies the location of all key services and emergency assistance infrastructure is provided in APPENDIX F, Port Coogee Marina Evacuation Diagram.

3.1 Distribution List

- City of Cockburn Administration
- City of Cockburn Local Emergency Management Committee (LEMC)
- City of Cockburn – Port Coogee Marina Manager
- Baileys Marine Fuels Australia
- City of Cockburn
 - Emergency Management
 - Co-Safe
 - Rangers
- Cockburn Sea Rescue Group (part of LEMC)
- Department of Water and Environmental Regulation (DWER)
- Department of Fire & Emergency Services (DFES)
- Department of Fisheries
- Department of Transport: Oil Spill & Environmental Emergency Response
- Dome Coffee – Port Coogee
- Fremantle Port Authority
- Fremantle Sea Rescue Group
- Police
 - Emergency
 - Water Police
 - Cockburn Police (part of LEMC)
- Site Services Holdings - (Night security)

3.2 Emergency Management Plan Review

This Emergency Management Plan (EMP) will continue to be developed and reviewed with the assistance of marina users, government agencies and City of Cockburn officers. Input and recommendations to improve the EMP are welcomed. Please forward recommendations to the Marina Manager. This plan will be formally reviewed in October 2022.

The EMP Plan will be reviewed as part of a post-incident review of any activation of the

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Emergency Coordination Group.

3.3 Objective of the EMP

The objective of this emergency management plan is to:

- Have a predetermined plan in order to mitigate the risks from different types of emergencies/disasters occurring.
- Ensure compliance with WESTPLAN – Marine Oil Pollution
- Safeguard people and/or bystanders involved in an emergency
- Protection of property including boats, pens, jetties and buildings.
- Minimise damage to the marine environment.
- Effectively manage any emergency situation.

3.4 Contacts

In any event of emergency, 000 should be contacted immediately for an initial response. The Marina Manager (or delegate) should be contacted thereafter to support emergency responders.

Please refer to the comprehensive Contact Lists in the table below for additional contacts.

As soon as an assessment of the incident has been made and the extent of the incident is known, depending on the level and type of the emergency, the Marina Manager and the relevant emergency agency (Lead Combat Agency) may appoint an On Scene Coordinator (OSC) to manage the situation. The Marina Manager will work in conjunction with the OSC to resolve the emergency.

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Contact Title	Contact Phone Number
ATCO Gas – Faults & Emergencies 24 hours	13 13 52
Ambulance	000
Baileys Marine Fuel: <ul style="list-style-type: none"> All Hours Operations Manager 	1300 224 539 0418 916 713
Border Watch	1800 06 1800
City of Cockburn Marina Manager	0419 925 233
City of Cockburn: <ul style="list-style-type: none"> Emergency Management CoSafe Rangers 	0409 687 404 1300 267 233 9411 3444
Cockburn Sea Rescue Group	0409 103 029
Department of Water and Environment Regulation (DWER) Pollution Watch Hotline	1300 784 782
Department of Fire & Emergency Services (DFES) <ul style="list-style-type: none"> State Emergency Services (SES) Emergency Information 	000 132 500 13 3337
Department of Fisheries <ul style="list-style-type: none"> Fremantle District Office FishWatch 	9482 7333 9432 8000 1800 815 507
Department of Transport <ul style="list-style-type: none"> Maritime Environmental Emergency Response (MEER) 	9480 9924
Dome Coffee Port Coogee	9395 7013
Fiona Stanley Hospital	6152 2222
Frasers Property Australia	13 38 38
Fremantle Port Authority – Emergency including oil spills	9335 1300
Fremantle Sea Rescue Group	9335 1332
Police <ul style="list-style-type: none"> Emergency 	000
Water Police	131 444
Water Corporation Emergencies	13 13 75
Western Power	13 13 51

3.5 Port Coogee Marina Infrastructure

3.5.1 Fuel Store Facility

A Fuel Store Facility is located at Lot 1103 Medina Parade Port Coogee. The fuel tanks are located underground on the eastern side of the Dome café and consist of 2 x 15,000L tanks 1 each of Diesel and Premium Unleaded (PULP 95). An oil separator pump is housed in a Colourbond (white) shed adjacent to the tank location to control the 3 underground water

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separating tanks. The Electrical Board for the Fuel Facility is located to the South of the pump shed in the garden bed.

Emergency Stop buttons are located on the payment terminal at the Service Jetty, on the switchboard cabinet nearby the tank area and within the Marina office.

Baileys Marine Fuels Australia (BMFA), an independent specialist marine fuel distributor, has been appointed to provide the fuel services at the Service Jetty. The fuelling facility has been operational from October 2018. Refer to the Baileys Marine Fuels Emergency Response Plan in APPENDIX J.

3.5.2 Sullage Disposal

A sullage disposal unit is located at the Service Jetty. This Unit enables boat owners to dispose of stored sewage from their sullage tank/s into the Water Corporation sewage system via a suction hose which is controlled by the boat owner. The Sullage Disposal Unit offers boat owners with a Portable Toilet to empty the contents in the Unit which also empties to the sewage system.

Instructions for use of the system are provided on the side of the unit and are communicated with customers during their site induction.

3.5.3 Marina Pens

158 pens have been constructed and contained within floating Jetties C, D E and F; see APPENDIX F - Port Coogee Marina Evacuation Diagram. Future stages will see a further 100+ pens be provided.

3.5.4 Marina Services Building

The Marina Services Building is located at 5 Maraboo Loop in Port Coogee, adjacent to the Dome Café. The building houses the Port Coogee Marina Office and Frasers Sales Office, plus toilet and shower facilities for pen holders. See APPENDIX F - Port Coogee Marina Evacuation Diagram.

3.6 Emergency Muster Point

In the event of an emergency situation requiring the evacuation of the marina, a muster point location has been identified and signage installed to indicate the location.

The Emergency Muster Point is located on the lawn above the Boardwalk on Chieftain Esplanade. See Port Coogee Marina Evacuation Diagram, APPENDIX F.

3.7 Fire

The Department of Fire and Emergency Services (DFES) is the Lead Combat Agency. Whilst awaiting arrival of the DFES, attempts should be made to extinguish the fire providing there is no risk to human life.

Firefighting facilities provided on the marina jetties include fire extinguishers, fire hose reels and fire hydrants. The location of these facilities are identified on the Port Coogee Marina Evacuation Diagram, refer APPENDIX F.

The Marina Shed also houses a mobile petrol fire pump which can be deployed and is set up ready for the emergency services to utilise.

3.8 Medical First Aid

There is no First Aid Post situated within the confines of the Marina. Limited first aid provisions are located within the Marina Services Building. Small first aid packs are also located within the fire extinguisher cabinets at the end of each jetty. A defibrillator is located on the outside of the Marina Services Building by the first-floor steps.

First aid should be provided until the arrival of the Police and/or Ambulance.

3.9 Communications

The nearest communications, other than mobile phones, VHF or UHF radios on boats, are situated in the Marina Services Building and the Dome Café.

3.10 Road Access

Road access is available to the marina via the main Port Coogee subdivision entry road, Pantheon Avenue from Cockburn Road.

3.11 Evacuation

- Aerial Access:
 - There is no helipad; a helicopter could land on one of the undeveloped land sites neighbouring the marina, including the southern peninsular and Maraboo Island.
- Vessel access:
 - Main entrance to Marina, see Port Coogee Marina Aerial at Appendix G.
- Marina Personnel:
 - The Marina Office is situated on site at the Marina Services Building, 5 Maraboo Loop, North Coogee.
- Marina Vessel:
 - The Emergency Response Vessel is a 4.8m Polycraft with a 70hp outboard

engine. It is berthed on a floating pontoon located by F194, the first berth on F Jetty.

- Marina Equipment:
 - Oil Spill Response (first level response) and Pollution equipment are available at the marina. Each jetty is equipped with a yellow spill kit and the Service Jetty houses 2 spill boom cabinets. See Port Coogee Marina Evacuation Diagram, APPENDIX F.

3.12 Emergency Risks

The following risks have been identified:

- Vessel(s) on fire
- Fuel fire at Service Jetty
- Fuel/oil spill
- Sewerage and effluent spill
- Vessel collision
- Chemical spill
- Sinking or sunken vessel in pen
- Extreme weather conditions
- Storm surge flooding
- Bomb threat and other hazardous devices
- Medical emergency

3.12.1 Vessel on Fire

Each of the jetties has fire hydrants (excluding the Service Jetty) and fire hoses are located throughout all jetties. Each jetty (excluding the Service Jetty) has a fire extinguisher cabinet at each end of the jetty, and a portable fire pump is located in the Marina Service Building shed. See Port Coogee Marina Evacuation Diagram, APPENDIX F.

- **Call 000 and the Marina Manager.**
- **If there is no personal risk present, evacuate the affected jetty** so as to ensure the area is cleared of all persons not involved with the emergency and that they are removed to the Muster Station or a safe location. The loudhailer, located in the Marina office, can assist with alerting people to evacuate.
- **If the fire is small, hose it or surrounding vessels/jetty from a safe distance** using the fire hose reels or the portable fire pump with foam. Be aware that a vessel fuel tank could ignite explosively without warning.
- **If the fire on the vessel is unapproachable, attempt to clear surrounding vessels.** This may involve leaving a vessel either side or the 2-3 vessels downwind of the vessel on fire.
- **Only set the stricken vessel adrift if certain the vessel will drift to a safe location**

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and will not affect other vessels or jetties.

- **If standing on the affected jetty assisting with the emergency, keep your escape route in mind** should the situation worsen, remembering land access is to the East.
- **Personal safety should take priority** with due regard to property being a secondary priority.

If people become stranded on the jetty and cannot reach the shore, direct them to muster at the end of the jetty, so that the Marina Vessel or another boat can be used to evacuate them.

Contacts

Contact The Department of Fire and Emergency Services, Marina Manager and Police. Refer to Contacts listings in Section 3.4 of this document.

3.12.2 Fire at Service Jetty or Fuel Tanks

on the Service Jetty, on a boat moored to I or at the fuel tank fill area:

- **Immediately activate the 'EMERGENCY STOP'** by breaking glass or pushing the button. 'EMERGENCY STOP' buttons that cut off fuel to the jetty are located (1) on the Service Jetty (at the payment terminal), (2) at the fuel tank filling point adjacent to the Dome Café (on the switchboard cabinet) and (3) inside the Marina Office; see Port Coogee Marina Emergency Services Information Plan, APPENDIX F.
- **Call emergency services (000) and notify the Marina Manager.**
- **Evacuate adjacent buildings** including the Marina Services Building and/or Dome Café depending on location of fire.
- **If safe to access the jetty, use the fire hose foam station and/or fire extinguisher** located on the Service Jetty to combat the fire, or wet down areas close to the fire until the emergency services arrive.
- **If the fire is not able to be controlled, keep yourself and bystanders clear** from the fire until the emergency services arrive. Wet down the nearby Marina Services Building to prevent spreading of the fire, if safe to do so.
- **Notify the Bailey's Operations Manager** on 1300 224 539
- **Direct emergency services to the fuel system emergency manifests** located (1) next to the switchboard at the tank filling point, (2) on the wall near the entrance to the Service Jetty once they arrive on site.

The Baileys Marine Fuels Emergency Response Procedures (APPENDIX J) will apply to a situation such as this involving the fuel system.

Contacts

Contacts are Baileys Marine Fuels Australia, Department of Fire and Emergency Services (DFES), Marina Manager and Police. Refer to Contacts listings in Section 3.4 of this document.

3.12.3 Fuel and/or Oil Spills in Waterway

A first level response to fuel and oil spills are provided in the ‘Marina Spill Kits’ housed in Marine Spill Kits on all jetties. Two large spill booms are in storage boxes on the Service Jetty. A permanent containment boom is in the waters running across the waterway behind the Public Jetty in front of Maraboo Bridge. Refer the Port Coogee Marina Evacuation Diagram, APPENDIX F.

Immediately on the advice of a fuel/oil spillage, the person responsible for the spill or who received the report of the spill shall:

- **If the spill involves the marina fuel system, shut off the fuel source.** It may be necessary to activate the ‘EMERGENCY STOP’ by pushing the button (for locations refer Section 3.12.2 or see Port Coogee Marina Evacuation Diagram, APPENDIX F).
- **Notify the Marina Manager.** Once the Marina Manager has been contacted, they will assume the duties of the On-scene Coordinator.
- **Deploy floating absorbent boom to contain the spill** as provided in the Marine Spill Kits on each jetty or for a larger spill a longer boom is on the Service Jetty. The Marina Vessel may be of assistance.
- **Deploy the absorbent booms to surround the source/vessel causing the spill ensuring the booms form a complete enclosure to stop further spreading of the fuel/oil.**
- **If the spill involves the fuel system, notify Baileys operations manager.** Baileys will need to be consulted with and may be responsible for cleanup and further actions (refer Baileys Marine Fuels Emergency Response Plan APPENDIX J).

Depending on the level of spill, if site resources cannot handle the situation, the Marina Manager will contact Maritime Environmental Emergency Response (MEER) for confirmation of appropriate controlling structure and actions at this time.

The Marina Manager will assess the level and severity of the spill and will notify some/all of the following:

- Baileys Marine Fuels Australia
- Department of Transport Marine Environmental Emergency Response (MEER)
- Fremantle Port Authority (Emergency)
- Department of Environmental Protection
- Head of Recreation Infrastructure and Services

If significant fuel or oil reaches Ngarkal Beach, ‘Beach Closed’ signs (kept in the Marina Shed) shall be displayed on Ngarkal Beach until the City’s Environmental Health Department is satisfied the area is again safe for swimming.

Port Coogee Marina – Safety & Emergency Management Plan

If the oil spill is onshore the officer receiving the report must ascertain the size of the spill and its location in relation to the drainage system. Onshore spills come under WESTPAN HAZMAT. The Marina should contact DFES for spill management.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.4 Sewerage or Effluent Spills

A sewerage/effluent spill from a vessel should be treated similarly to a fuel spill and the first priority is to stop the flow and contain the spill. The Marina Manager should be notified immediately.

The Service Jetty provides a disposal for sullage from vessels. If the unit is leaking during or after pumping sullage from a vessel, immediately switch it off at the switch on the front of the unit. If the pump continues running due to a controller malfunction, the unit can be switched off via the isolation switch inside the cabinet, or at the switchboard next to the fuel tanks.

In the event of a spill the Marina Manager will deploy a floating barrier where appropriate according to the direction of wind. The Marina Manager will arrange for a plumber to attend if necessary. If the leak is severe, the Marina Manager may contact the City's Environmental Health unit and/or the state Department of Health.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.5 Vessel Collisions

The response to a collision between vessels will depend on the extent of the collision.

If the collision is minor, the skippers of each vessel should ensure the safety of their passengers and secure their vessels. A report/statement should then be prepared for the Marina Manager and the Department of Transport.

If the Marina Manager is of the belief a collision occurred to skippers being under the influence of alcohol or illicit drugs, the WA Police will be immediately notified.

If the extent of collision is major and there is a risk to life and the vessel(s) sinking, the Port Coogee Marina Manager should be informed together with the Police, DFES and Cockburn Sea Rescue.

If the collision is major and located at the Port Coogee Marina entrance channel or the Marina basin, the Marina Manager will coordinate a vessel(s) to reach the damaged vessels to offload injured and non-injured passengers. This is likely to be Cockburn Sea Rescue or the Fremantle

Port Coogee Marina – Safety & Emergency Management Plan

Sea Rescue Group

In the case of a major incident in the Port Coogee Marina entrance channel or marina basin, Skippers should drop anchor to reduce the risk of vessels floating into the breakwater, until assistance can arrive.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.6 Chemical Spills

Notify the Lead Combat Agency: DFES and the Marina Manager. Assess the situation, determining:

- The location and number of people in the area, their immediate and future safety.
- Presence of fire, smoke, fumes, wind direction and speed.
- Presence of hazardous materials.
- Drainage and leakage consequences. **Note:** All combat equipment is held by DFES.
- Secure area where possible.

For land based spills the Marina Manager will advise DFES that the hazardous chemical must not be hosed down any drainage (refer APPENDIX H for local drainage map). A request must be made that the material be removed.

If the hazardous chemical is a liquid and moving toward a road drainage grate, the Marina Manager will inform DFES immediately. Under no circumstances, except if a life is in danger, should unqualified personnel approach the area of the chemical spill.

Safety of personnel is of paramount importance. Expediency in all actions is of the utmost importance.

Note: ALL ASPECTS OF CHEMICAL INCIDENTS WILL BE ASSESSED AND COMBATED BY THE LEAD COMBAT AUTHORITY AS PER WESTPLAN, "West Australian Hazardous Materials Emergency Management Plan Jan.1998.

At the conclusion of the emergency the Marina Manger is to instigate a report on the incident(s) in conjunction with the DFES.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.7 Sinking or Sunken Vessel in Pen

If a vessel in a pen or attached to the Service Jetty commences taking on water and is at risk of sinking:

Port Coogee Marina – Safety & Emergency Management Plan

- **Contact the Marina Manager and Cockburn Sea Rescue.** The Marina Manager will contact the vessel owner.
- **If safe to do so, commence pumping out of the vessel to slow its rate of sinking. If a sufficient amount of water has been removed and the source of the leak can be identified, fill the hole with material (clothes, pillows, rags) to decrease the flow into the vessel.** The portable fire pump or the portable electric pump located in the Marina Shed can be used for this purpose. If no pump can be accessed, use buckets to maintain or lower the water level if possible.
- **Ensure the vessel mooring lines on the bow are strong and secure.** It may be necessary to attach extra lines.
- **If the vessel cannot be kept afloat, contain the leaking fuel and/or oil.** To fully contain the spill utilise the spill booms in the Marina Spill Kits located on each jetty or Service Jetty to surround the vessel until further clean up methods can be determined. Refer to Section 3.12.3 (fuel /oil spill in waterway) procedures.

The Cockburn and Fremantle Sea Rescue Groups have vessel mounted pumps available and can usually attend in a short time. The sea rescue groups also have additional equipment available to help maintain the vessel afloat.

Any floating debris must be collected. If necessary the area of the sunken vessel must be clearly marked to avoid any hazards to other vessels. The Marina Manager will arrange for this.

The cost and responsibility of raising the vessel remain with the vessel owner. Any costs involved by the sinking of the vessel will be charged to the owner.

In the event of a large oil spill the Marina Emergency Management Plan will be activated by the Marina Manager.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.8 Severe Weather Conditions

This is not a Cyclone Contingency Plan. The Plan covers severe winter storms and can be used for severe storms in the summer season.

On initial advice of severe weather approaching the Coogee area the Marina Manager will:

- Log on to the Bureau of Meteorology (BoM) website for a detailed forecast of the approaching weather. Obtain updates as necessary.
- Send out an alert to all penholders, reminding them to check and secure their vessels in advance. Bulk SMS is an ideal communication method for this purpose.
- Check all jetties and pens for vessels that may require additional ropes to be secured or where loose articles/items may be at risk of becoming projectiles. Contact boat owners to attend to their boats where needed.

Port Coogee Marina – Safety & Emergency Management Plan

- Be available for pen holders to make contact to determine the current status of the severe weather. Advise the boat owners to monitor the BoM website.
- Personal safety is paramount, have protective clothing at hand and ensure mobile phone is charged.

During Severe Weather Event:

- Take cover in a protected and safe location and monitor the situation where possible.

After Passage of the Severe Weather:

- Be aware of any dangerous situations created by the severe weather i.e. power poles down, structural damage, (pens and jetties, vessels), debris, submerged hazards, etc.
- Take photos of any damaged infrastructure including boats, pens and jetties. Make a visual check of the service conduits located along (underneath) the length of the Boardwalk and Jetty Walkways.
- Check the status of the electricity provision to the pens.
- Carry out initial inspection of boats, pens and jetties and identify situations requiring high priority attention, (e.g. oil pollution, disabled vessels, safety of jetty structures). Initiate remedial actions.
- Contact boat owners if any vessels have been damaged.
- Confirm the navigational lights at the harbour entrance aren't damaged. If they are damaged report the damage to the Department of Transport's Marine Safety Unit.
- Advise Head of Recreation Infrastructure and Services of any damage and the proposed remedial action.
- **Follow-up Action:** If severe weather, including high water levels and strong winds, was experienced make arrangements for a jetty maintenance contractor to carry out an inspection of the jetties and pens.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.9 Storm Surge Flooding

In the event that a severe storm is forecast to coincide with a high spring tide, or the weather forecasts warns that storm surge flooding is likely:

Beforehand

- **Notify Pen Holders** of approaching weather and ensure all vessels and loose items are secure where possible.
- **Monitor weather forecasts** (Bureau of Meteorology) and live storm surge measurements (available from the Department of Transport website for Fremantle Fishing Boat Harbour tide gauge) against tide predictions to assess likely water height expected

Port Coogee Marina – Safety & Emergency Management Plan

- **Secure the Marina Services Building against flooding** by closing any flood doors and ensuring flood backflow devices in the 100 year storm barrier wall are free from obstruction
- **Relocate water-sensitive items from the Marina Services Building store** (which is not protected against flood) to a higher location inside or outside the room.

During the flood event

- **Monitor water levels**
- **Turn off electricity to the jetties and gatehouses** if water breaches the boardwalk level, via the main switchboard on Chieftain Esplanade.

3.12.10 Bomb Threat & Hazardous Devices

Bomb Threat

On receipt of advice of the threat, the Marina Manager will use the Bomb Threat Checklist to record as much information as possible from the caller. Refer APPENDIX I, Telephone Bomb Threat Checklist.

- Following the call, the Marina Manager will immediately notify the Police and then Manager Recreation Infrastructure and Services.
- Depending on the nature of the bomb threat and any knowledge of its location, the Marina Manager will evacuate pen holders to a safe area.
- The Police will be contacted and take the role of Incident Controller.

Suspicious Device

Should a Pen Holder find or be advised of a suspicious device they must immediately notify the Marina Manager.

- Under no circumstances should the device be touched or removed.
- The Pen Holder or Marina Manager will immediately notify the Police and will evacuate the area to a safe location. The Police will take the role of Incident Controller.
- Collect any information as per a bomb threat above; see APPENDIX I, Telephone Bomb Threat Checklist.

Contacts

Refer to Contacts listings in Section 3.4 of this document.

3.12.11 Medical Emergency

There is no First Aid Post situated within the confines of the marina. Limited first aid provisions are located within the Marina Services Building. Small first aid packs are also located within the fire extinguisher cabinets at the end of each jetty. See Port Coogee Marina Evacuation Diagram, APPENDIX F.

Port Coogee Marina – Safety & Emergency Management Plan

- Designate somebody to call 000
- Alert a first aid officer at the Marina Office (if during business hours)
- First aid should be provided until the arrival of the Police and/or Ambulance.

3.13 Major Tenants within Port Coogee Marina

Refer Port Coogee Marina Emergency Services Information Plan, APPENDIX F.

TENANT: Dome Café

CONTACT: Site Manager

PHONE: 9395 7013

EMAIL: d-pcg@Domecoffees.com

APPENDIX A Port Coogee Marina Contractor Induction Checklist





Swipe Card Numbers:

Business Name:	Work Type:
Owners Name & Position:	
Business Address:	
Business Email:	Phone:
Inductee/s Name:	Phone:
Inductee/s Name:	Phone:
Business Emergency Contact Details:	
Name:	Phone:

CONTRACTOR DOCUMENTATION

<input type="checkbox"/> City of Cockburn Contractor Induction https://dashboard.sine.co/workflows/visitor/5H5mh1Ew/1	
<input type="checkbox"/> Contractor insurance documentation - Public liability / shipbuilders	
<input type="checkbox"/> Safe Work Method Statement / JSA	
<input type="checkbox"/> Vehicle Registrations	

INDUCTION DETAILS

Induction Item	✓	Comments
1. Introduce to Marina Staff		<ul style="list-style-type: none"> Samantha Standish – Marina Manager Jon McKay – Marina & Coastal Engineer Rebecca Smith – Administration officer
2. Insurance Requirements		<ul style="list-style-type: none"> Contractors must provide current relevant certificates
3. Jetties & Waterways Local Law 2012		<p>https://www.cockburn.wa.gov.au/Recreation-and-Attractions/Sport-and-Recreation/Port-Coogee-Marina</p> <ul style="list-style-type: none"> Fine are applicable Link sent to contractor
4. Marina Rules & Regulations		<ul style="list-style-type: none"> Copy supplied Please note important contact numbers

Induction Item	✓	Comments
5. Marina Services Building		<ul style="list-style-type: none"> Marina administration office is open 8.30am to 4.30pm Monday to Friday, 9am to 1pm Saturdays
6. Car Parking		<ul style="list-style-type: none"> Parking available in pen holder carpark at southern end of Chieftain Esplanade (locked 10pm til 4am) and around Ngarkal Beach Loading bays available (15 min intervals)
7. Service Jetty		<ul style="list-style-type: none"> Vessels should not be left unattended at Service jetty Sullage pump out, fuel and water available
8. Sullage Facility		<ul style="list-style-type: none"> Please follow the instructions on sullage unit
9. Fuel Facility		<ul style="list-style-type: none"> The fuel facility is available 6am – 7pm for Bailey’s cardholders. Contact details available on jetty or on your Bailey’s card
10. Public Jetty		<ul style="list-style-type: none"> Available for public access between 6am and 7pm daily for a 2 hour maximum
11. Dock Trolleys		<ul style="list-style-type: none"> Padlock code can be provided Trolleys are located on the boardwalk near C jetty and on F jetty Please return and lock after use – not to be left on jetties
12. Safety & Emergency Management		<ul style="list-style-type: none"> Copies of this document are displayed and each gatehouse noticeboard
13. First Aid		<ul style="list-style-type: none"> First aid kits are provided in the fire cabinets at the east and west end of each jetty Please notify Management if you use items A more comprehensive first aid kit is available in the Marina Office
14. Spill Kits		<ul style="list-style-type: none"> If a spill occurs, notify Marina Management Utilise spill kits if required. If a spill occurs and spill kit has been used, notify Marina Management Please do not place rubbish in spill kit bins
15. Utilities		<ul style="list-style-type: none"> Charged on consumption on a 6 month basis No charge for water usage RCD in power pedestal Use allocated GPO only

Induction Item	✓	Comments
16.Electrical and Gas Compliance		<ul style="list-style-type: none"> • Electrical and/or gas compliance certification required every five years if applicable • Power cords and plugs must be IP56 rated and tested and tagged every two years
17.Electrical Safety		<ul style="list-style-type: none"> • Only qualified electricians shall carry out electrical work where the nature of the work is at a level required by law
18.Water Hoses		<ul style="list-style-type: none"> • Hoses are not to be stored on jetty but aboard vessel so as not to pose a trip hazard • Hose stands are available from admin
19.Working on boats		<ul style="list-style-type: none"> • Contracted works may only be undertaken between 8am and 5pm, Monday to Friday unless approved by Marina Management
20.Interruption to Services		<ul style="list-style-type: none"> • Marina Manager will inform pen holders should there be any planned interruption to services
21.Hazardous Substances		<ul style="list-style-type: none"> • To be handled and stored according to relevant Material Safety Data Sheet • Spills to be reported immediately to Marina Management • No hazardous substances to be used in Marina and waterways unless prior approval from Marina Management
22.Hot Works		<ul style="list-style-type: none"> • Hot works are not permitted in the Marina – this includes grinding or works involving open flames
23.Dust & Fumes		<ul style="list-style-type: none"> • Only minor cosmetic work to be carried out in the Marina • No sanding or painting in the marina area, these works are to be carried out in a boat yard
24.Boat Cleaning		<ul style="list-style-type: none"> • Only bio degradable products to be used
25. Hull Cleaning		<ul style="list-style-type: none"> • Strictly prohibited within the Marina including fabledocks • Contact Marina Management if further info required
26.Construction Area		<ul style="list-style-type: none"> • We recommend frequent wash down of your vessel to limit the build-up of dust particles as Port Coogee is a construction area
27.Marine Life Reporting		<ul style="list-style-type: none"> • Please contact Marina Management if you encounter an unusual species of marine life in or around the Marina, to enable reporting to the relevant authorities

Induction Item	✓	Comments
28. Waterway Speed Limit		<ul style="list-style-type: none"> Keep to the speed limit to ensure wake is kept to a minimum – 5 knots or no wake
29. Hazardous Waste		<ul style="list-style-type: none"> Do not dispose of any hazardous waste (see hazardous waste sign at gatehouse) Marina Management will accept any goods at reception if you are unsure (this includes soiled rags)
30. Recycling		<ul style="list-style-type: none"> Please use bins at gatehouse as per signage Soft plastics can be disposed of at Marina reception
31. Behaviour		<ul style="list-style-type: none"> Offensive behaviour of any type will not be tolerated and will be addressed by Marina Management
32. Illegal Drugs		<ul style="list-style-type: none"> Illegal drugs are not to be brought into the Marina. Persons found to be under the influence or consuming illegal drugs will be referred to the Police
33. Emergency Contacts		<ul style="list-style-type: none"> CO SAFE 1300 26 72 33 (1300 CO SAFE) MARINA OFFICE 9411 3390 MARINA MANAGER 0419 944 355

AUTHORISATION

CoC Representative: (Print name)	Contractor: (Print name)
Signature:	Signature:
Date:	Date:

APPENDIX B Port Coogee Marina Pen Holder Induction Checklist





Pen:	
Swipe Card Numbers:	Wifi setup: yes / no

Inductee/s Name:	
Address:	
Phone:	Email:
Boat Partner/s Name:	
Emergency Contact:	

PEN CONDITION INSPECTION

Completed by: _____ Date: _____

	Item	Comment
<input type="checkbox"/>	Pen is vacant / no vessel or floating dock (if applicable)	
<input type="checkbox"/>	No other equipment & accessories (Ropes, etc)	
<input type="checkbox"/>	Cleats in place (min 5 typically)	
<input type="checkbox"/>	Check service pedestal condition	
<input type="checkbox"/>	Power Meter Reading	

VESSEL DETAILS

Boat Name:		
Type of Vessel:	Registration Number:	
Make:	Model:	
Overall Length:	Construction Material:	
Draft:	Beam:	Displacement:

INDUCTION DETAILS

	Induction Item	✓	Comments
1.	Introduce to Marina Staff		<ul style="list-style-type: none"> Samantha Standish – Marina Manager Jon McKay – Marina & Coastal Engineer Rebecca Smith – Administration officer
2.	Vessel documentation		<ul style="list-style-type: none"> Insurance and registration documents supplied Electrical & gas compliance certificates provided if applicable Send in insurance and registration details each year when renewing
3.	Jetties & Waterways Local Law		<ul style="list-style-type: none"> Available on the Port Coogee Marina webpage Particularly observe No Fishing and No Swimming signs around the Marina
4.	Marina Rules & Regulations		<ul style="list-style-type: none"> Copy supplied with info pack Penholders responsibility to comply to the Rules & Regulations. Failure to comply could result in determination of your licence
5.	Marina Services Building		<ul style="list-style-type: none"> Pen holder ablutions are located upstairs at the Marina services building - available 24hrs Marina administration office is open 8.30am to 4.30pm Monday to Friday, 9am to 1pm Saturdays
6.	Marina WiFi		<ul style="list-style-type: none"> You will receive an email (Accurix) with logon details to give you access to our free WiFi. Additional users can be added on request
7.	Car parking		<ul style="list-style-type: none"> Parking available in pen holder carpark at southern end of Chieftain Esplanade (locked from 10pm to 4am) and around Ngarkal Beach Loading bays available (15 minute intervals)
8.	Service Jetty		<ul style="list-style-type: none"> Vessels should not be left unattended at service jetty Sullage pump out, fuel and water available
9.	Sullage Facility		<ul style="list-style-type: none"> Please follow the instructions on sullage unit
10.	Fuel Facility		<ul style="list-style-type: none"> The fuel facility is available from 6am to 7pm for Bailey's cardholders. Contact details available on jetty or on your Bailey's card
11.	Public Jetty		<ul style="list-style-type: none"> Available for public access between 6am and 7pm daily for a 2 hour maximum
12.	Dock Trolleys		<ul style="list-style-type: none"> Padlock code provided to licensee Trolleys are located on the boardwalk near C jetty and on F jetty Please return and lock after use – not to be left on jetties
13.	Safety & Emergency Management		<ul style="list-style-type: none"> Copies of this document are displayed on each gatehouse noticeboard

	Induction Item	✓	Comments
14.	First Aid		<ul style="list-style-type: none"> • First aid kits are provided in the fire cabinets at the east and west end of each jetty • Please notify Management if you use items • A more comprehensive first aid kit is available in the Marina Office
15.	Spill Kits		<ul style="list-style-type: none"> • If a spill occurs, notify Marina Management • Utilise spill kits if required. If a spill occurs and spill kit has been used, notify Marina Management • Please do not place rubbish in spill kit bins
16.	Utilities		<ul style="list-style-type: none"> • Charged on consumption on a 6 month basis • No charge for water usage • RCD in power pedestal • Use allocated GPO only
17.	Electrical and Gas Compliance		<ul style="list-style-type: none"> • Electrical and/or gas compliance certification required every five years if applicable • Power cords and plugs must be IP56 rated and tested and tagged every two years
18.	Electrical Safety		<ul style="list-style-type: none"> • Only qualified electricians shall carry out electrical work where the nature of the work is at a level required by law
19.	Water Hoses		<ul style="list-style-type: none"> • Hoses are not to be stored on jetty but aboard vessel so as not to pose a trip hazard • Hose stands are available from admin
20.	Working on boats		<ul style="list-style-type: none"> • Contracted works may only be undertaken between 8am to 5pm, Monday to Friday unless approved by Marina Management
21.	Interruption to Services		<ul style="list-style-type: none"> • Marina Manager will inform pen holders should there be any planned interruption to services
22.	Hazardous Substances		<ul style="list-style-type: none"> • To be handled and stored according to relevant Material Safety Data Sheet • Spills to be reported immediately to Marina Management • No hazardous substances to be used in Marina and waterways unless prior approval from Marina Management
23.	Hot Works		<ul style="list-style-type: none"> • Hot works are not permitted in the Marina. This includes grinding or works involving open flames
24.	Dust & Fumes		<ul style="list-style-type: none"> • Only minor cosmetic work to be carried out in the Marina • No sanding or painting in the marina area, these works are to be carried out in a boat yard
25.	Boat Cleaning		<ul style="list-style-type: none"> • Only bio degradable products to be used
26.	Hull Cleaning		<ul style="list-style-type: none"> • Strictly prohibited within the Marina including fabledocks • Contact Marina Management if further info required

	Induction Item	✓	Comments
27.	Construction Area		<ul style="list-style-type: none"> We recommend frequent wash down of your vessel to limit the build-up of dust particles as Port Coogee is a construction area
28.	Marine Life Reporting		<ul style="list-style-type: none"> Please contact Marina Management if you encounter an unusual species of marine life in or around the Marina, to enable reporting to the relevant authorities
29.	Waterway Speed Limit		<ul style="list-style-type: none"> Keep to the speed limit to ensure wake is kept to a minimum – 5 knots or no wake
30.	Hazardous Waste		<ul style="list-style-type: none"> Do not dispose of any hazardous waste (see hazardous waste sign at gatehouse) Marina Management will accept any goods at reception if you are unsure (this includes soiled rags)
31.	Recycling		<ul style="list-style-type: none"> Please use bins at gatehouse as per signage Soft plastics can be disposed of at Marina reception
32.	Behaviour		<ul style="list-style-type: none"> Offensive behaviour of any type will not be tolerated and will be addressed by Marina Management
33.	Illegal Drugs		<ul style="list-style-type: none"> Illegal drugs are not to be brought into the Marina. Persons found to be under the influence or consuming illegal drugs will be referred to the Police Treat your fellow pen holders as you wish to be treated
34.	Emergency Contacts		<ul style="list-style-type: none"> CoSafe 1300 26 72 33 (1300 CO SAFE) Marina Office 9411 3390 Marina Manager 0419 944 355

AUTHORISATION

CoC Representative:	Boat Pen Licensees:
Signature:	Signature:
Date:	Date:

APPENDIX C Risk Register



Risk ID No.	Category (Activity, Equipment etc.)	Risk / Hazard	Risk Owner	Inherent			Current Controls	Residual			Additional Controls	Actioned by	Actioned by When?
				Consequence	Likelihood	Risk Rating		Consequence	Likelihood	Risk Rating			
1	Pen holders accessing pens	Damage to vessels through collision with other vessels and/or the jetty, capsize and/or sinking	Marina Manager	Class 1	Possible	1	Port Coogee Marina Induction Process Supervision (limited) Deed of Licence: Port Coogee Marina Mooring Pen Port Coogee Marina Rules and Regulations Deed of Licence: Port Coogee Marina Mooring Pen - Part 8 Use of Licence Area	Class 1			Induction records to confirm skippers are licenced and competent Signed and recorded confirmation that the Port Coogee Marina Rules and Regulation document has been received and understood Develop a response and recovery procedure for damaged/sinking vessels which includes: - Emergency trailer and/or pump - Exclude non essential people from the area etc.	Marina Manger	Ongoing
2	Pen holders accessing pens	Crush injury to limbs	Marina Manager	Class 3	Possible	3	Port Coogee Marina Induction process Port Coogee Marina Rules and Regulations	Class 3	Possible	3	First aid training for Port Coogee Marina Manager	Marina Manger	
3	Pen holders accessing pens	Drowning/fatality	Marina Manager	Class 1	Unlikely	2	Call 000 Deed of Licence: Port Coogee Marina Mooring Pen - Use of waterways (swimming prohibited). Vessel swimming platforms, life rings and ladder equipment to retrieve personnel. Port Coogee Marina Rules and Regulations - No swimming in waterways.	Class 1	Unlikely	2	First aid training for Port Coogee Marina Manager Person in water retrieval procedure to be developed including: - availability of a Marina Vessel - equipment, first aid kits, defibrillator, oxygen bottle - exclude non-essential persons from the area - Cordon off the area as required	Marina Manger	
4	Slip off vessel/slip on jetty	Injury to personnel	Marina Manager	Class 3	Possible	3	Port Coogee Rules and Regulations Adequate lighting at night Cleanliness of thoroughfares Floor surface is of a non-slip nature Workplace Inspection (WPI) program Procedure to put out warning signs when cleaning in progress	Class 2			No run' Policy, include in Induction Process Safety signage First aid training for Port Coogee Marina Manager	Marina Manger	Ongoing
5	Vessels	Damage to vessels through poor maintenance or inclement weather	Pen Holders	Class 2	Possible	2	Maintenance log of jetties, pens from consultant Security patrols Induction for pen holders Assistance available during poor weather conditions Port Coogee Emergency Management Plan Warning given by staff Marina walks/inspection Deed of Licence: Port Coogee Marina Mooring Pen - Maintain vessel, pen and moored appropriately).				No additional Control	Marina Manger	Ongoing
6	Vessels	Fire on vessels	Marina Manager	Class 1	Unlikely	2	Port Coogee Marina Emergency Management Plan which includes communication with all relevant emergency service departments including the local volunteer service. Adequate fire fighting equipment available inspected every 6 months Call 000				Training in the use of emergency equipment	Marina Manger	
7	Pen holders powering vessels	Electric shock from shore power cables	Pen Holders	Class 1	Possible	1	Cord are compliant to the Australian Standards (eg IF56 plugs) Equipment inspection prior to use. Never using equipment that is frayed or damaged. Qualified electricians only undertake work on electrical equipment on the Marina. Annual electrical audit on power cords undertaken by a qualified electrician. RCD annual inspection on power pillars. Register to be provided by electrician. Deed of Licence: Port Coogee Marina Mooring Pen Section 10 - Electricity Supply/ Electrical and gas fittings on the nominated vessel	Class 3	Unlikely	3	All included in Induction Process, to be signed off after induction by pen holder.	Marina Manger	Ongoing
8	Damage to Marina through severe weather	Damage to Marina	Marina Manager	Class 1	Possible	1	Maintenance contract in place for post severe weather inspection. Port Coogee Marina Emergency Management Plan	Class 2	Unlikely	3	No additional Control	Marina Manger	Ongoing
9	Liability	Liability exposure from uninsured contractors	Pen Holders	Class 1	Unlikely	2	Deed of Licence: Port Coogee Marina Mooring Pen - Section 12 Insurance and Indemnity.	Class 3	Unlikely	3	No additional Control	Marina Manger	
10	Maintenance	Failure of facilities/wear and tear	Marina Manager	Class 2	Possible	2	Contract with maintenance company Daily inspections, which are recorded in diary and reported in the monthly report with actions taken WPI and quarterly audit tool	Class 2	Unlikely	3	Walcon provide JSA for Maintenance Program works.	Marina Manger	
11	Injury	Injury at marina	Marina Manager	Class 1	Possible	1	All Worker Induction Public Liability insurance certificate of currency lodged by all contractors who work at Marina Port Coogee Marina - Rules and Regulations Licence of Boat Pen - Port Coogee Marina agreement Safety signage Supervision (limited)	Class 1	Unlikely	2	Apply Contractor Management Procedure. Marina noticeboards to contain copy of marina rules and regulations. Included in Induction Process. Evacuation Plan to be developed as part of the EMP.	Marina Manger	Ongoing
12	Crime	Loss due to theft		Class 3	Possible	3	Security contracted. Security patrols noting vessels moored. CCTV cameras Electronic swipe keys issued and recorded Administration office secured Reports of incidents to Police and City of Cockburn CoSafe	Class 3	Unlikely	3	City of Cockburn reserves the right to adjust Security Patrol hours without notice to Boat Pen Holders.	Marina Manger	Ongoing
13	Emergency procedures	Loss due to fire / explosion	Marina Manager	Class 2	Possible	2	Port Coogee Marina Emergency Management Plan	Class 2	Unlikely	3	First Response Training for staff	Marina Manger	
14	Personnel & Infrastructure	Bomb threat	Marina Manager	Class 1	Unlikely	2	Port Coogee Marina Emergency Management Plan					Marina Manger	Ongoing
15	Environmental	Fuel oil pollution / sewage spill	Marina Manager	Class 3	Possible	3	Port Coogee Marina Emergency Management Plan. First level oil spill response bins on each jetty set.	Class 3	Possible	3	Oil boom system can be deployed in front of the bridge to protect beach from pollution incident	Marina Manger	Ongoing
16	Personnel Safety	Solar radiation / working in extreme temperatures	Marina Manager	Class 2	Possible	2	Light Coloured clothing Hat Sunglasses Sunscreen Provide shade if working outside for extended periods of time Available drinking water Regular breaks Skin checks for workers who work outside on a regular basis	Class 3	Unlikely	3	No additional Control	Marina Manger	Ongoing
17	Power failure	Gatehouse doors open Bilge pumps fail	Marina Manager Pen Holders	Class 2	Possible	2	Security contracted. Security to man doors in event of power failure Advise penholders if power likely to be off for extended period of time	Class 3	Possible	1	No additional Control	Marina Manger	Ongoing

APPENDIX D Deed of Licence & Marina Rules





DEED OF LICENCE

Port Coogee Marina Mooring Pen

BETWEEN

City of Cockburn

of 9 Coleville Crescent, Spearwood, Western Australia

AND

PENHOLDER NAME

of Penholder Address

For pen A123 commencing 1/01/2021

Details

Parties

City of Cockburn

of 9 Coleville Crescent, Spearwood, Western Australia
(**Licensor**)

Penholder Name

of Penholder Address
(**Licensee**)

Background

- A The Licensor holds a licence to occupy that portion of the Port Coogee Marina described at **Item 1** of the Schedule (**Marina Area**) under the terms of a Head Licence between the Department of Transport as Head Licensor and the City of Cockburn as Licensee.
- B The Head Licensor and the Licensor have agreed that the Licensor may sublicense the Licensed Area on the terms and conditions contained in the Licence, without the express consent of the Head Licensor to this individual Licence.
- C The Licensor has agreed to licence that portion of the Licensed Area described in **Item 2** of the Schedule (**Licensed Area**) to the Licensee.
- D The Parties enter into this Deed for the purpose of creating the terms and conditions that are to apply to the Licence.

Agreed terms

1. Definitions

(1) In this deed:

Amounts Payable means any sum of money payable by the Licensee pursuant to the terms of this Deed including but not limited to the Licence Fee, Outgoings, any costs as a result of the Licensee's default and any other sum payable including Interest calculated thereon;

Common Area means that portion of the Marina Services Building being the showers and toilets and also the jetties and walkways for use by the Licensee together with other tenants, agents, invitees or employees of the Licensor.

Contamination has the meaning set out in the *Contaminated Sites Act 2003*;

Deed means this Licence;

Environmental Harm has the meaning given to that term in the *Environmental Protection Act 1986*.

Environmental Rules means the environmental rules set out in Annexure E as varied or added from time to time by the Licensor.

GST means a tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act, levied on a supply including but not limited to the Licence Fee or other money payable to the Licensor for goods or services or property or any other thing under this Licence;

Head Licence means Jetty Licence **No.4097** annexed to this Licence at **Annexure A** or such other Jetty Licence as may be issued for the Marina Area from time to time between the Department of Transport as Head Licensor and the City of Cockburn as Licensee;

Head Licensor means the Department of Transport;

Interest means any interest on any Amounts Payable calculated at the interest rate at the time the payment falls due being 2% greater than the Licensor's general overdraft on borrowings from its bankers on amounts not exceeding \$100,000;

Local Laws means all local laws made and amended by the City of Cockburn from time to time;

Licensed Area means boat pen described in **Item 2** of the Schedule and more particularly shown on the plan at **Annexure B** to this Licence;

Marina Area means that portion of Port Coogee Marina described in **Item 1** of the Schedule and more particularly shown on the plan at **Annexure C** to this Licence;

Marina Manager means the person authorised by the Licensor to perform the duties of the Licensor under this Licence.

Nominated Vessel means the Licensee's Nominated Vessel specified at **Item 6** of the Schedule before the commencement of this licence and any replacement vessel that the Licensor has consented to under **clause 9**.

Pollution has the meaning contained in the *Environmental Protection Act 1986*.

Schedule means the schedule to this deed;

Short Stay Application means the Licensee's application to reside on the Nominated Vessel for an overnight period in accordance with **clause 8** and the Licensor's processes as may apply from time to time;

Term means the term of this Licence as specified in **Item 3** of the Schedule;

Transferee means the proposed purchaser of the Licensee's Nominated Vessel moored in the Licensed Area;

- (2) Except to the extent inconsistent with this deed, terms in this deed have the same meaning as they have under the Head Licence.

2. Interpretation

In this deed unless the contrary intention appears:

- (a) reference to a person includes a reference to that person's personal representatives, successors and assigns;
- (b) reference to a person includes a natural person, partnership, trust, association and company;
- (c) a word importing the singular number includes the plural number and a word importing the plural number includes the singular number;
- (d) a word importing a gender includes each other gender;
- (e) reference to a company includes any incorporated body of any description;
- (f) reference to any statute, regulation, proclamation, ordinance, by-law or local law includes all statutes, regulations, proclamations, ordinances, by-laws or local laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and local laws issued under that statute; and
- (g) reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations, acknowledgments and reservations contained or implied in that document or in that part of a document.

3. Conditional Licence

This Licence is conditional upon:

- (a) the continuation of the Head Licence; and

- (b) the Head Licensor's ongoing consent to the Licensor subletting the Licensed Area.

4. Grant of Licence

Subject to **clause 3**, the Licensor grants to the Licensee for the Term on and subject to the Terms and conditions of this Licence:

- (a) a licence to use the Pen for the purpose of Mooring ONE (1) nominated vessel in the Pen; and
- (b) a non-exclusive licence to pass and re-pass on foot over those parts of the Jetty as reasonably required by the Licensee for the purposes of gaining access to and from the Pen in common with other persons having a licence or right to use the Jetty and subject to such reasonable directions and restrictions as may be imposed by the Licensor from time to time.

5. Term

The Licence granted pursuant to **clause 4** shall continue:

- (a) for the term specified in **Item 4** of the Schedule; or
- (b) until either party gives the other party a notice terminating the Licence.

6. Head Licence

6.1 Comply with Head Licence

The Licensee agrees, subject to **clause 6.2**, to:

- (a) comply with and observe the obligations of the Licensor under the Head Licence, whether those obligations are express or implied, as if those obligations were included in this Licence as obligations of the Licensee enforceable against the Licensee by the Licensor; and
- (b) indemnify the Licensor against any breach by it of the provisions of the Head Licence.

6.2 Except if Inconsistent

If there is any inconsistency between the Head Licence and this Licence, this Licence will prevail in so far as it establishes the obligations of the Licensee.

7. Licence Fees & other Payments

7.1 Licence Fee and GST

The Licensee covenants and agrees to pay to the Licensor:

- (a) the Licence Fee referred to in **Item 4** of the Schedule (**Licence Fee**) from the commencement of the Term without any abatement or deduction whatsoever; and
- (b) any GST payable on the Licence Fee and on any other supply made by the Licensor to the Licensee under this Licence.

7.2 Electricity

- (1) The Licensee covenants and agrees to pay to the Licensor all electricity charges and related administrative fees plus GST incurred in respect of the Licensee's use of the Licensed Area, within 28 days of receipt of invoice from the Licensor.
- (2) If the Licensee does not comply with subclause (1), and the electricity remains unpaid after notice is given demanding payment, then in addition to those remedies available under **clause 16**, the Licensor may disconnect the electricity supply to the Licensed Area until the Amounts Payable are paid.

7.3 Bond

- (1) The Licensee covenants and agrees to pay the Bond specified in **Item 7** of the Schedule prior to the commencement of this licence, to be held by the Licensor and drawn upon for any Amounts Payable which remain unpaid for 14 days.
- (2) If the Licensor is required to use the Bond for payment of any Amounts Payable during the Term of this Licence, the Licensee shall on demand from the Licensor, replenish the Bond reserve to the original Bond amount specified at **Item 7**.
- (3) At the determination of this Licence, the Licensee may elect for the balance of the Bond to be:
 - (a) applied to the Bond under a new licence (if applicable); or
 - (b) refunded to the Licensee within 30 days of the determination of this Licence.

8. Use

8.1 General use of Licensed Area

- (1) The Licensee agrees not to:
 - (a) use the Licensed Area or allow any person to use the Licensed Area for any use or activity which is not permitted under any local planning scheme or written law;
 - (b) use the Licensed Area for any purpose other than the permitted purpose specified in **Item 5** of the Schedule to the Head Licence; and
 - (c) use or permit the Licensed Area to be used for any illegal purpose or so as to create a public or private nuisance to the owners or occupiers of any land, structure or boat pen adjoining or neighbouring the Licensed Area;
 - (d) store or permit to be stored any items or property in or around the Licensed Area, excepted upon the Nominated Vessel of the Licensee;
 - (e) do or permit to be done any act or thing which might result in excessive stress or floor loading to any part of the Marina Area;
 - (f) dispense fuel from or over the jetty within the Marina Area;
 - (g) use or store any chemical or inflammable substance within the Licensed Area, except for in reasonable quantities for normal applications in connection with cleaning of the Licensed Area or the Nominated Vessel;

- (h) moor the Nominated Vessel within the Licensed Area unless it is completely within the Licensed Area;
- (i) display, hang or drape any towel, wearing apparel or similar article from the Licensed Areas or from the Nominated Vessel while moored in the Licensed Area;
- (j) park or drive any vehicle on the jetty within the Marina Area, without the consent of the Licensor and Head Licensor (which consent may be withheld for any reason);
or
- (k) obstruct the Licensor, Head Licensor, other licensee or any person or member of the public from free and unrestricted access to and across the jetty or to another licensed area within the Marina Area.

8.2 No Living on Vessel

Subject to **clause 8.3** the Licensee will not, and must ensure that other persons do not, live on board the Nominated Vessel while it is in the Licensed Area.

8.3 Short Stay Application

- (1) If the Licensee intends to stay on the Nominated Vessel for a short term period, the Licensee agrees to make a Short Stay Application to the Licensor in accordance with the Licensor's procedures applicable from time to time.
- (2) The Licensor may consent (which consent the Licensor may in its absolute discretion withhold, give or give subject to conditions) to the Short Stay Application:
 - (a) for the Licensee together with a maximum of three (3) other persons staying overnight on the Nominated Vessel in the Licensed Area;
 - (b) for periods not exceeding three (3) nights in any seven (7) day period; and
 - (c) to a maximum of 20 nights per annum.
- (3) The Licensee acknowledges and agrees that any approved Short Stay Application will be subject to the Licensor's fees and charges per person, per night as published in the Licensor's Annual Schedule of Fees and Charges as amended from time to time and available on the Licensor's website.
- (4) The Licensor can revoke its approval for the Short Stay Application at any time if the Licensee and/or their guests utilising the Marina Area or Licensed Area breach the terms of this Licence, including the Marina Rules and the Environmental Rules.
- (5) If the Short Stay Application is revoked for any reason, the Licensee and other parties utilising the Licensed Area will be expected to vacate the Licensed Area and the whole of the Marina Area and not return before the following day.

8.4 Pets & Other Animals

The Licensee will not allow domestic pets or other animals to enter the Marina Area without the Licensor's prior written consent (which consent the Licensor may in its absolute discretion withhold, give or give subject to conditions). If the Licensor grants consent:

- (1) the animal must be under the effective control of the Licensee including the use of a leash or harness as required at all times;

- (2) the animal must not obstruct, interfere with or be a nuisance to any other user of the Marina Area; and
- (3) any animal faeces must be disposed of immediately in appropriate waste receptacles and not be allowed to enter the Marina waterways or otherwise soil the boardwalks or other areas of the Marina precinct.

8.5 Rules

The Licensee covenants and agrees that the Licensee and the Licensee's agents, invitees, contractors and guests will comply with the Marina Rules at **Annexure C** and the Environmental Rules at **Annexure D**.

8.6 Cleaning of Licensed Area

The Licensee agrees to maintain at all times and at the Licensee's expense, the Licensed Area in a clean and tidy state, unobstructed and free from dirt and rubbish.

8.7 Pollution or Contamination

The Licensee covenants and agrees to do all things necessary to prevent Pollution or Contamination of the Licensed Area and the Marina Area and to immediately report to the Licensor any Pollution or Contamination howsoever caused in or around the Licensed Area or Marina Area.

9. Nominated Vessel

9.1 Registration of Nominated Vessel

- (1) The Licensee will only moor the Nominated Vessel specified at **Item 6** of the Schedule in the Licensed Area.
- (2) If this Licence is issued without details of the Nominated Vessel specified at **Item 6**, the Licensee shall not moor any vessel within the Licensed Area without first notifying the Licensor in writing of the Nominated Vessel details including the registration number and providing those insurances required under this Licence in respect of that Nominated Vessel.
- (3) If the Licensee wishes to make an application to change the vessel to be moored in the Licensed Area, the Licensee must:
 - (a) make an application in writing to the Licensor requesting a change of Nominated Vessel, specifying the dimensions of the proposed vessel and evidencing that the proposed vessel will fit in the Licensed Area; and
 - (b) provide copies of those insurances required under this Licence for the proposed vessel,

and on receipt of that information, the Licensor may approve the Licensee's application to change the Nominated Vessel to be moored in the Licensed Area in its absolute discretion.

9.2 Securing Nominated Vessel

- (1) The Licensee will secure the Nominated Vessel within the Licensed Area with ropes or ties of good quality at all times that the Nominated Vessel is in the Licensed Area.

- (2) If the Licensee fails to comply with this requirement after notice from the Licensor, the Licensee acknowledges that the Licensor may do all things necessary to ensure the Nominated Vessel is correctly moored, including but not limited to the Licensor replacing or installing security ropes or ties at the Licensee's expense.
- (3) The Licensee acknowledges that the Licensor may do all things necessary to secure the Nominated Vessel in the event of an emergency, without notice to the Licensee, and any expense incurred to secure the Nominated Vessel in such circumstances will be borne by the Licensee.

9.3 State of Nominated Vessel

The Licensee will ensure that the Nominated Vessel is at all times kept in good, tidy and seaworthy condition.

9.4 Works to Nominated Vessel

- (1) The Licensee will notify the Marina Manager:
 - (a) if the Nominated Vessel requires works for any reason;
 - (b) the details of any tradespersons or company that will undertake works on the Nominated Vessel; and
 - (c) the expected timeframe for completion of the works.
- (2) The Licensee covenants and agrees that it will not have works done to the Nominated Vessel in the Licensed Area which may cause nuisance, damage, hazard or safety risk to person or property of other users to the Marina Area or the Marina Area itself.

10. Services

10.1 Electrical and Gas Certification

- (1) The Licensee will lodge with the Licensor before the commencement of this Licence, and make available to the Licensor thereafter on request, a certificate from a suitably qualified competent person certifying that the Nominated Vessel's electrical and gas fittings have been inspected, are safe, and meet Australian Standards: AS 3000:2007, AS 3004:2014 and AS 5601:2013 (or any replacement Australian Standard). The Certificate must not be more than five (5) years old. **(Valid Safety Certificate)**
- (2) If Licensee is unable to provide a Valid Safety Certificate at any time, or if the Licensor considers that any electrical or gas fittings on the Nominated Vessel may be unsafe, the Licensor may take any action necessary to ensure the safety of the Licensed Area or the Marina Area, and its users, including disconnecting the electricity and/or gas supply until such time as a Valid Safety Certificate is provided by the Licensee.

10.2 Electricity Connection

- (1) The Licensee must ensure that any electrical cords used to connect the Nominated Vessel to the Jetty power supply:
 - (a) have a three pin plug with a rating of IP56 or greater;
 - (b) have a minimum current rating of 15 amps;

- (c) do not exceed 25 metres in length;
 - (d) meet Australian Standard AS 3004:2007 (or any replacement Australian Standard); and
 - (e) are inspected, certified and tagged at a minimum, every two years by a suitably qualified competent electrician.
- (2) The Licensee acknowledges and agrees that it may not make any claim against the Licensor, the Head Licensor or the Minister for Lands for any loss or expense because electricity is disconnected, is interrupted, not supplied, fails for any reason or is affected in any way because the Licensor's plant or equipment breaks down.

11. Common Area

11.1 Grant of Licence

The Licensor grants the Licensee the non-exclusive right to use the Common Area in common with other users of the Marina Area.

11.2 Access to Common Area

The Licensee shall be provided an access key or card as required from time to time to facilitate the Licensee's use of the Common Area.

11.3 Obligations in respect of Common Area

- (1) The Licensee shall ensure that the Common Area is left in a clean and tidy state after each use.
- (2) The Licensee shall immediately report to the Licensor any vandalism, damage or antisocial behaviour in or around the Common Area.

11.4 Revocation of Licence to use Common Area

In the event of any misuse of the Common Area by persons utilising that access key or card, e.g. by a failure to maintain cleanliness or through over consumption of water or extended periods of occupancy such as to inconvenience others, then the Licensor reserves the right to withdraw the Licensees ongoing use of the Common Area and require the access key or card to be returned.

12. Licensor's Rights

12.1 Reallocation of Licensed Area

- (1) The Licensor reserves the right to, in its absolute discretion, reallocate the Licensed Area to another boat pen of a suitable size, and the Licensee shall relocate their Nominated Vessel to the new licensed area assigned within seven (7) days of receiving the notification of reassignment, or such longer period as may be agreed with the Marina Manager.
- (2) The Licensee may request (which request must be in writing) that the Licensor relocate their Nominated Vessel to an alternative vacant boat pen of a suitable size. The Licensor may, subject to availability and in its absolute discretion, agree to the relocation of the Nominated Vessel to another boat pen for the unexpired residue of the term of this Deed.

The Licensee acknowledges that Licence Fee adjustments and administrative charges may apply.

12.2 Abandoned Vessels

- (1) The Licensee acknowledges and agrees that if the Licensee leaves the Nominated Vessel or any other vessel in the Licensed Area without a valid licence (**Abandoned Vessel**), then if the Abandoned Vessel has not been removed from the Licensed Area within SEVEN (7) days after notice has been served in accordance with this Licence, the Licensor may treat the vessel as abandoned and remove and/or deal with the Abandoned vessel as it sees fit, including:
 - (a) removing the vessel from the Licensed Area and/or the Marina Area;
 - (b) selling or otherwise disposing of the vessel;
 - (c) charging the Licensee on a pro rata basis for the time that the Abandoned Vessel was moored in the Licensed Area (which charges will be considered an Amounts Payable for the purpose of this Licence); and
 - (d) recovering the cost of any disposal, sale or other fees or charges incurred in respect of the Abandoned Vessel from the Licensee.
- (2) The Licensor, Head Licensor and the Minister for Lands are not responsible for any loss or damage arising as a result of the Licensee's failure to remove the Abandoned Vessel from the Licensed Area in accordance with this clause 12.2.

13. General

13.1 Compliance with Legislation and Notices

The Licensee agrees to comply with all laws including but not limited to the Local Laws relating to the use of the Licensed Area and anything that is done on the Licensed Area.

13.2 Licences and Permits

The Licensee agrees to keep in force at all times all licences and permits required for carrying on the Licensee's Permitted Use on the Licensed Area.

13.3 Alterations

The Licensee covenants and agrees not, without the prior written approval of the Licensor and the Head Licensor, to erect, alter or modify in any manner any existing structure in the Licensed Area.

13.4 Damage to Licensed Area

The Licensee covenants and agrees to repair and make good any damage to the Licensed Area caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any employee, agent or invitee of the Licensee or resulting from an act or omission of the Licensee or any employee, agent or invitee of the Licensee and where such repairs are undertaken by the Licensor pay the cost of any repairs or making good of damage within seven (7) days of receipt of a written demand for such payment being made by the Licensor.

13.5 Costs

The Licensee agrees to pay the costs of and incidental to the preparation and execution of this Licence if requested by the Licensor.

13.6 Signs

The Licensee must not, without the prior written consent of the Licensor and the Head Licensor erect any sign or advertising material on the Licensed Area.

12. Insurance and Indemnity

12.1 Insurance

The Licensee shall:

- (a) insure and keep insured with an insurer approved by the Licensor against all claims based on what is commonly known as public liability or public risk insurance so as in particular to insure the Licensor against all claims which may be made against the Licensor by any person arising from the Licensed Area during the Term which could cause or might cause any claim in damages against the Licensor by any third party which insurance shall be in an amount of not less than fifteen million dollars (\$15,000,000) for any one claim;
- (b) insure and keep insured such other insurances that a prudent owner of a vessel similar to the Nominated Vessel would take out and maintain; and
- (c) deliver such policy or policies of insurance to the Licensor and receipts for the payment of the premiums on such policy or policies.

12.2 Indemnity

The Licensee covenants and agrees to (notwithstanding the existence of any policy of insurance in the name of any person) indemnify and keep indemnified the Licensor, the Head Licensor and the Minister for Lands from and against all actions, claims, demands, losses, damages and expenses for which the Licensor becomes liable as a result of, or caused or contributed by:

- (a) the Licensee's use or occupation of the Licensed Area except to the extent that the same is caused, or contributed to, by the negligence or default of the Licensor; or
- (b) the negligence of the Licensee or any employees, members, contractors, agents, and invitees of the Licensee and in particular but without limiting in any way the generality of the foregoing by reason of the negligent or careless use or misuse waste or abuse of water gas or electricity or faulty fittings or fixtures by the Licensee.

13. Entry by Licensor

The Licensee shall permit the Licensor or the Head Licensor, and their servants and agents, to enter the Licensed Area at any reasonable time for the following purposes:

- (a) to inspect and view the same;
- (b) to do or cause to be done all such matters and things as are necessary in order to rectify any breach by the Licensee of the Licence;

- (c) to execute any works or improvements to the Licensed Area or any neighbouring property but so as not to interfere unreasonably with the Licensee in the ordinary course of its activities;
- (d) to rope and re rope the Licensed Area and to do all things necessary to secure the Nominated Vessel if the Licensee has failed to do so;
- (e) to move the Nominated Vessel to a different mooring pen in the Marina if necessary, in which case, the Licensor will use all reasonable endeavours to notify the Licensee before moving the Nominated Vessel; and
- (f) to do all things necessary to ensure the safety of persons and property in the Licensed Area, Marina Area and surrounding areas including evacuating the Licensed Area and the Marina Area.

14. Termination

14.1 Determination of Licence

- (1) At the determination of this Licence:
 - (a) the Licensee shall remove the Nominated Vessel and any equipment, fixtures and fittings of the Licensee from the Licensed Area and to make good any damage caused by such removal and to remove or restore (as appropriate) any sign, placard, hoarding, pylon sign, free standing sign or other type of advertising material which was painted or placed on the Licensed Area with the consent of the Licensor; and
 - (b) deliver up possession of the Licensed Area to the Licensor in good condition and repair.
- (2) It is agreed that these obligations will survive the termination of this Licence.

14.2 Early Termination

- (1) If this Licence is issued for a Term of greater than one year and up to two (2) years, the Licensee may terminate and surrender this Licence in accordance with this clause 14.2 only (**Early Termination**).
- (2) The Licensee must provide notice in writing of the Early Termination to the Licensor no later than one (1) month prior to the first anniversary of the commencement date of this Licence and the Licensor may, acting in its absolute discretion, refund any Licence Fee previously paid by the Licensee for the portion of the licence period that is beyond the first anniversary.
- (3) In the event that the Licensee exercises its right to Early Termination (and whether or not the Licensor agrees to provide a refund of the balance of the Licence Fee paid in advance for the period in excess of one year, in its absolute discretion) the Licensee acknowledges and agrees that:
 - (a) any Amounts Payable outstanding at the time of Early Termination, including up to midnight on the day prior to the anniversary of the commencement date of this Licence, will remain payable and may be deducted from the bond if they remain unpaid in accordance with this Licence; and
 - (b) the Licensee must comply with subclause 14.1.

- (4) For the avoidance of doubt, this clause 14.2 does not apply to a Licence with Term of one year or less.

15. Subletting and Assignment

- (1) The Licensee covenants with the Licensor not to mortgage, charge or encumber nor sublet, assign, transfer or part with the possession of the Licensed Area or any part of the Licensed Area or any estate or interest in the Licensed Area to any person except in accordance with subclause (ii). Sections 80 and 82 of the *Property Law Act 1969* are expressly excluded.
- (2) The Licensee may transfer possession of the whole of the Licensed Area only in circumstances where the Licensee transfers ownership of the Nominated Vessel moored in the Licensed Area together with this Licence, and on the following conditions:
- (a) The Licensee must notify the Licensor in writing at least one (1) month prior to the proposed transfer of ownership of the Nominated Vessel and this Licence;
 - (b) The Licensee must satisfy the Licensor that the purchaser (**Transferee**) will purchase the Nominated Vessel moored in the Licensed Area by producing evidence of the transfer; and
 - (c) The Licensee, Licensor and the Transferee must execute a Deed of Transfer of Licence for the remainder of the unexpired residue of the Term under this Licence.

16. Mutual Covenants

16.1 Default

The Licensor and Licensee agree as follows:

- (a) If any moneys payable under the Licence are unpaid fourteen (14) days after written demand has been made; or
- (b) If the Licensee is in breach of any other covenant and the Licensor serves on the Licensee a notice specifying the particular breach and (where the breach is capable of remedy) requiring the Licensee to remedy the breach or requiring the Licensee to make compensation in money for the breach and the Licensee fails within twenty eight (28) days after service of the notice to remedy the breach or to make reasonable compensation in money to the satisfaction of the Licensor for the breach; or
- (c) If any person is in occupation or possession of the Licensed Area or in receipt of the rents or profits thereof other than the Licensee or an approved Transferee of the Licensee; or
- (d) If the interest of the Licensee in this Licence is taken in execution,

THEN and in any of the said cases the Licensor may at any time thereafter by notice in writing addressed to the Licensee determine this Licence or without notice re-enter the Licensed Area or any part thereof and thereupon this Licence will absolutely determine but

without releasing the Licensee from liability for any Amounts Payable accrued up to such determination or for breaches of covenant antecedent to such determination.

16.2 Notice to Licensee

Any notice required to be given to the Licensee under this Licence may be given by the Licensor or its solicitors and may be left for the Licensee at its address herein or at the Licensed Area or sent to it by post in a letter addressed to it at such address or at the Licensed Area or at its office last known to the Licensor and a notice sent by post shall be deemed to have been served on the next day following that on which it was posted notwithstanding actual non receipt.

16.3 Notice to Licensor

A requirement herein to deliver payment or serve any document on the Licensor shall include a requirement that such delivery or service be effected at the address herein of the Licensor or as directed by the Licensor in writing.

16.4 Dispute Resolution

The parties agree that any dispute between the Licensee and the Licensor in regard to anything arising from this Licence shall:

- (a) Be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the Licensor responsible for administering the Licensed Area; and
- (b) If the dispute cannot be resolved, in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the Licensor will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in sub-clause (a) of this clause and setting out in writing the reason for his or her decision.

17. Exclusion of Warranty

The Licensee acknowledges that no promise representation warranty or undertaking has been given by or on behalf of the Licensor in respect to the suitability of the Licensed Area for any use proposed or undertaken by the Licensee.

18. Termination of Head Licence

Upon termination of the Head Licence, whether by expiry of the Term or sooner termination, this Licence shall automatically determine without any compensation being payable to the Licensee by either the Licensor or the Head Licensor.

19. Rights rest in contract only

The Licensee ACKNOWLEDGES that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area.

20. No right of exclusive possession

The Licensee acknowledges that this Licence does not convey any proprietary right of exclusive possession over the Licensed Area to the Licensee and the Licensee AGREES that it shall not interfere with the use of the Licensed Area by any other person authorised by the Licensor or otherwise entitled at law to access or use the Licensed Area.

21. No Holding Over

On expiry of the Term the Licensee will not be permitted to any period of holding over or to continue to use and occupy the Licensed Area.

22. Severance

If any part of this Licence is or becomes void or unenforceable then that part is or will be severed from this Licence so that all parts not void or unenforceable remain in full force and effect and unaffected by that severance.

23. No Fetter

Notwithstanding any other provision of this Licence, the Licensee acknowledges that the Licensor is a Local Government established by the *Local Government Act 1995 (WA)*, and in that capacity, the Licensor may be obliged to determine applications for approvals having regard to statutes governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

24. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 8** of the Schedule shall be deemed part of this Licence and shall be binding upon the Licensor and Licensee as if incorporated in the body of this Licence.

Schedule

Item 1 Marina Area

That area of the Port Coogee Marina under the Head Licence, as shown annexed hereto as **Annexure A**.

Item 2 Licensed Area

Boat Pen: F196 as shown at **Annexure B** to this Licence.
Length: 10 m
Width: 4 m

Item 3 Term

1 Year(s)
Commencing: 1 January 2021
Expiring: 31 December 2021

Item 4 Licence Fee

\$5,852.00 (Five Thousand Eight Hundred Fifty Two Dollars)

- (a) The Licence Fee set by the Council of the Licensor according to the size of the Licensed Area and amended from time to time by the Licensor in the Licensor's Annual Schedule of Fees and Charges, available on the Licensor's website; or
- (b) If the Licensed Area is larger than that required for the size of the Nominated Vessel due to availability of suitable pens, the Licensor may, acting reasonably, charge a lesser Licence Fee in accordance with the size of the licensed area that the Nominated Vessel actually requires.

Item 5 Permitted Use

Mooring of Nominated Vessel, provided that Nominated Vessel is equal or lesser in dimension to the Length and Width specified in **Item 2**. No other permitted use.

Item 6 Nominated Vessel

Vessel Registration: REGO
Vessel Name: BOAT NAME

Item 7 Bond

\$500 (Five hundred dollars) PAID DATE

Item 8 Additional terms and conditions

Vessel and equipment shall not occupy an area greater than the Length and Width dimensions specified in **Item 2**.

Signing page

LICENSEE(S)

(Signed)

Penholder Name

WITNESS(S)

Witness Sign

Name of Witness

Address

Occupation

Executed on the _____ day of _____ 2021

THE CITY OF COCKBURN)
was hereunto affixed in the presence of:)

(Signed)

Name
Marina Manager

(Signed)

Name
Head of Property and Assets

Annexure A – Head Licence

- 2016 -





**THE MANAGER PROPERTY SERVICES OF THE
DEPARTMENT OF TRANSPORT**

Licensor

and

**CITY OF COCKBURN
(ABN 27 471 341 209)**

Licensee



JETTY AND MOORING LICENCE



JETTY COMPLEX NO: 4097

FILE REF: LM4097

THIS AGREEMENT is made the

13th day of July

2016

BETWEEN:

THE MANAGER PROPERTY SERVICES COASTAL FACILITIES MANAGEMENT of the Department of Transport of the State of Western Australia as the delegate of the Chief Executive Officer of the Department of Transport pursuant to an instrument of delegation made pursuant to Section 7(2) of the *Jetties Act 1926* and an instrument of delegation made pursuant to section 116 of the *Western Australian Marine Act 1982* of 1 Essex Street, Fremantle, Western Australia ("Licensor")

AND

CITY OF COCKBURN (ABN 27 471 341 209) of 9 Coleville Crescent, Spearwood, Western Australia ("Licensee")

RECITALS:

- A. Under Section 7 of the *Jetties Act 1926*, the Licensor has the power to grant a licence in respect of jetties and under Section 116 of the *Western Australian Marine Act 1982*, the Licensor has the power to grant a licence in respect of mooring Vessels.
- B. The Licensee has requested and the Licensor has agreed to grant the Licensee a licence to use the Licensed Areas and the Fuel Facility on the terms and conditions of this Agreement.

The Parties COVENANT and AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

"Date of Commencement" means the date specified in Item 4 of the Schedule;

"Event of Default" means an event specified in clause 6.1;

"Fuel Facility" means the TWO (2) fuel dispensers and fuel pipeline situated on the Service Jetty as identified on the plan attached to this Agreement and marked Annexure "A";

"GST" means any goods and services tax, valued added tax, consumption tax or other similar levy, surcharge, tax, duty or impost;

"Initial Fee" means the initial fee specified in Item 5(a) of the Schedule.

"Insurable Risk" means an event which a prudent licensee would reasonably insure against including, but not limited to, fire, explosion, earthquake, impact by aircraft, riot, civil commotion, flood, lightning, storm, tempest, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown, vandalism and malicious acts;

"Jetty" means the jetty specified in Item 1 of the Schedule;

"Licence Fee" means the licence fee specified in Item 5(b) of the Schedule as varied from time to time under this Agreement;

"Licensed Areas" means the Jetty and Mooring Area;

"Licensee's Covenants" means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by any person other than the Licensor;

"Licensor's Covenants" means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by the Licensor;

"Moneys Payable" means the Licence Fee and any other moneys payable by the Licensee under this Agreement;

"Mooring Area" means the mooring area specified in Item 2 of the Schedule and as described in Section 65 of the *WA Marine Act 1982*;

"Petroleum Fuel" means diesel fuel or unleaded petrol;

"Service Jetty" means the service jetty as shown identified on the attached plan and marked "Annexure A";

"Sullage Dump Point" a sullage dump point for the receiving and pumped transmission of vessel sullage to the sewer main.

"Term" means the term specified in Item 3 of the Schedule;

"Vessel" is ascribed the meaning of "vessel" in the *Jetties Act 1926*.

2. GRANT OF LICENCE

The Licensor grants to the Licensee, during the Term:

- (a) An exclusive licence to use the Mooring Area for the purpose of mooring Vessels;
- (b) An exclusive licence to construct, use and maintain the Jetty for commercial purposes; and
- (c) An exclusive licence to install (if applicable) and use the Sullage Dump Point and Fuel Dispensers on the Service Jetty for the purpose of dispensing Petroleum Fuel to private and commercial vessels

on and subject to the terms and conditions of this Agreement.

3. LICENCE FEE AND OTHER MONEY PROVISIONS

3.1 *Licence Fee*

- (a) The Licensee must pay to the Licensor the Initial Fee on the date and in the manner specified in Item 5(a) of the Schedule.
- (b) The Licensee must pay to the Licensor the Licence Fee annually in advance on the date and in the manner specified in Item 5(b) of the Schedule.

3.2 *Application Fee*

The Licensee must pay to the Licensor an Application Fee of EIGHTY SEVEN DOLLARS (\$87.00) on or before the execution of this Agreement.

3.3 *Outgoings*

The Licensee must pay all rates and taxes and any other outgoings or service charges which may from time to time be payable in respect of the Jetty.

3.4 *GST Liability*

- (a) The Licensee must pay to the Licensor, in addition to and at the same time of payment of the Licence Fee and any other monies payable under this Agreement, the full amount of any GST which may be payable on or in respect of the Licence Fee or any other monies payable under this Agreement and the Licensee acknowledges that any additional amount payable on account of GST by the Licensee is to be calculated without any deduction or set-off of any other amount by multiplying the value of the Licence Fee or other monies payable under this Agreement by the prevailing GST rate.
- (b) In relation to all other amounts payable by the Licensee under this Agreement to persons other than the Licensor, in respect of or in the nature of outgoings, expenses or any other amount on account of or in connection with the Jetty, the Licensee must pay in addition to and at the same time for payment of those amounts any applicable GST.
- (c) Any benefit arising to the Licensor by way of credit, offset or otherwise arising from any payment made by it or the Licensee is to be disregarded in calculating the amount of any payment payable by the Licensee under this Agreement.
- (d) The Licensor must provide the Licensee with a tax invoice in respect of any GST paid by the Licensee to the Licensor under this clause.

4. LICENSEE'S COVENANTS

4.1 *Use of Licensed Areas*

The Licensee must not:

- (a) use the Jetty or permit the Jetty to be used for any purpose other than as a commercial jetty or for the purpose of gaining access to and from the Mooring Area;
- (b) use the Mooring Area for any purpose other than for mooring Vessels; or
- (c) moor or permit to be moored in the Mooring Area any Vessel which is not in good, tidy and seaworthy condition and repair.

4.2 *Use of Fuel Pipeline and Service Jetty*

Notwithstanding any other clause of this Agreement, the Licensee must not use the Fuel Pipeline or Service Jetty for any other purpose other than:

- (a) using and maintaining the Fuel Pipeline for the purpose of carrying and supplying Petroleum Fuel from the Service Jetty; and
- (b) dispensing Petroleum Fuel from the Fuel Dispensers and maintaining the Fuel Dispensers.
- (c) receiving sullage into the Sullage Dump Point

4.3 *Licensee to Maintain and Repair Jetty*

The Licensee must:

- (a) maintain the Jetty in a safe condition, and in good order and repair and free from excessive marine growth;
- (b) promptly, at the Licensee's expense, repair to the reasonable satisfaction of the Licensor any damage to the Jetty;
- (c) promptly, at the Licensee's expense, comply with all reasonable directions from the Licensor in relation to the maintenance and repair of the Jetty, Sullage Dump Point and Fuel Facility: and
- (d) maintain the Fuel Pipeline and Fuel dispensers in a safe condition and in good working order and repair,

and the Licensee acknowledges that if the Jetty and Fuel Facility is not maintained in a safe condition and in good order and repair the Licensor may terminate the licence granted by this Agreement and remove the Jetty and the

Licensee must on demand pay to the Licensor all costs incurred by the Licensor in removing the Jetty.

4.4 Fender Units

- (a) The Licensee must promptly replace any fender units attached to the Jetty which are damaged.
- (b) The Licensor must ensure that the fender units attached to the Jetty are at all times attached to ensure that the Jetty is protected from damage by Vessels.

4.5 Keep Jetty, Mooring Area and Fuelling Facility Clean and free from Rubbish

- (a) The Licensee must at all times keep the Jetty, the Mooring Area, the Fuelling Facility, the Sullage Dump Point and immediate surrounds clean and free from rubbish and waste.
- (b) The Licensee must use its best endeavours to, at its own cost, remove any graffiti from the Jetty within FORTY EIGHT (48) hours of that graffiti appearing on the Jetty.

4.6 Moor Vessels Safely

The Licensee must ensure that any Vessel moored in the Mooring Area is at all times safely moored.

4.7 Advertisements, Signs or Notices

The Licensee must not:

- (a) display from, or affix to, the Jetty any advertisement, sign or notice; or
- (b) at any time advertise, solicit or tout for business, or spruik, whether verbally or by use of any loud speakers, sound-producing equipment, hoarding, written materials or any other aid, on the Jetty;

without the Licensor's prior written approval, which approval may be withheld by the Licensor in its absolute discretion.

4.8 Other Restrictions on Use of Licensed Areas

The Licensee must not:

- (a) do or carry on or permit to be done or carried on or in the Licensed Areas any harmful, offensive or illegal act, matter or thing;

- (b) do or carry on or permit to be done or carried on or in the Licensed Areas any act or thing which causes nuisance, damage or disturbance to the Licensor or any owner or occupier of nearby properties or premises;
- (c) store or permit to be stored any items of property and equipment on the Jetty;
- (d) do or permit to be done any act or thing which might result in excessive stress or floor loading on any part of the Jetty;
- (e) dispense fuel from or over the Boat Pens;
- (f) except for reasonable quantities for normal applications in connection with the cleaning of the Licensed Areas or the use of the Licensed Areas permitted by the Licensor, use or store any chemical or inflammable substance within the Licensed Areas;
- (g) carry out any major repairs or maintenance to any Vessel in the Mooring Area;
- (h) moor any Vessel or permit any Vessel to be moored other than completely within the Mooring Area;
- (i) display, hang or drape any towel, wearing apparel or similar article from the Licensed Areas or from any Vessel in the Mooring Area; or
- (j) park or drive or permit to be parked or driven any motor vehicle on the Jetty without the Licensor's prior written consent which consent may be withheld by the Licensor in its absolute discretion.

4.9 *No Alterations to Jetty*

The Licensee must not make any alteration or addition to or demolish any part of the Jetty without the Licensor's prior written consent, which consent may not be unreasonably be withheld or may be granted subject to any reasonable condition.

4.10 *Light Jetty*

The Licensee must, at the Licensee's expense, ensure that the Jetty is at all times lit in accordance with the Licensor's directions from time to time to the Licensor's complete satisfaction.

4.11 *Display Jetty Licence Number*

The Licensee must at all times display the licence number allocated to the Jetty from a part of the Jetty which is acceptable to the Licensor in the Licensor's absolute discretion and so that that number is at all times clearly visible from the shore and the water.

4.12 No Pollution

The Licensee must do all things necessary to prevent and must not do or permit or suffer to be done anything likely to cause pollution or contamination of the waters of the Cockburn Sound by garbage, refuse, waste material, oil and other pollutants whether by storm water or other run off or arising from the use of the Jetty.

4.13 Not Obstruct Waterways

The Licensee must not obstruct or permit the waters of the Cockburn Sound within FIVE HUNDRED (500) metres of the Jetty to be obstructed by any Vessel, craft or object of the Licensee or any shareholder of the Licensee or in any other way whatsoever.

4.14 Not Interfere with Access

The Licensee must not at any time interfere with the free and unrestricted access to and across the Jetty by members of the public and other persons having a licence or other right to use the Jetty.

4.15 No Property or Equipment to be Left

The Licensee must not leave or permit to be left any property or equipment on the Jetty and then only for the purpose of promptly loading or unloading that property or equipment to or from a Vessel moored in the Mooring Area.

4.16 Comply with Statutes

The Licensee must promptly comply with all statutes from time to time in force relating to the Licensed Areas or the use of the Licensed Areas and the use of Vessels.

4.17 Permit Entry by Licensor

The Licensee must at all reasonable times permit entry to the Licensed Areas by the Licensor with or without workmen and any other person and with or without plant, equipment and materials for the purpose of:

- (a) inspecting the state of repair of the Jetty and Fuelling Facility and to ensure compliance with the Licensee's Covenants;
- (b) remedying any breach of the Licensee's Covenants;
- (c) to tow away any Vessel from the Mooring Area which is not authorised under this Agreement to be moored in the Mooring Area; and

executing any structural repairs which the Licensor may wish to make.

4.18 Effect Public Liability Insurance

The Licensee must effect and maintain with an insurance company approved by the Licensor in respect of the Jetty public liability insurance in the names of the Licensor and the Licensee for their respective rights and interests for the time being for TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one claim or any higher amount required by the Licensor from time to time.

4.19 Insurance of Jetty

The Licensee must insure and keep insured to the full insurable value on a replacement or reinstatement basis the Jetty in the names of the Licensor and the Licensee for their respective rights and interests for the time being and against fire, explosion, earthquake, water leakage, impact by vehicles and vessels, machinery breakdown, malicious acts or omissions and such other risks as the Licensor may reasonably require.

4.20 Assignment

- (a) Subject to Clause 4.19(b), the Licensee must not assign, transfer, mortgage, charge, sub-licence or otherwise part with the benefit of the licence granted to the Licensee under this Agreement without the Licensor's prior written consent, which consent shall not be unreasonably withheld by the Licensor in the Licensor's absolute discretion.
- (b) The Licensee may, without the Licensor's prior written consent, grant sub-licences to third parties to use part of the Jetty and Mooring Area provided that the term of the sub-licence does not extend beyond the term of this Licence and the sub-licence is in a form previously approved by the Licensor.

5. INDEMNITY AND LIMIT OF LICENSOR'S LIABILITY

5.1 Indemnity

The Licensee indemnifies the Licensor against all claims, demands, losses, damages, costs and expenses for which the Licensor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the Licensee or caused or contributed to by the use or occupancy of the Licensed Areas, except to the extent caused or contributed to by any act, omission, neglect or default of the Licensor.

5.2 Limit of Licensor's Liability

- (a) The Licensor will not be liable for any loss, damage or injury to any person or property on, in or about the Licensed Areas howsoever occurring unless caused or contributed to by any act, omission, neglect or default of the Licensor or its employees, agents, workers, contractors or invitees.

- (b) Except to the extent that any loss or damage is caused or contributed to by any act, omission, neglect or default of the Licensor or its employees, agents, workers, contractors or invitees, the Licensee acknowledges that all the Vessels moored in the Mooring Area are entirely at the risk of the Licensee and the Licensor will not in any way be liable or responsible for any damage from any cause whatsoever regardless of who caused that damage, that any Vessel may at any time sustain while in the Mooring Area, nor will the Licensor be responsible for any loss or damage resulting from the theft of any Vessel or any part, equipment or content of any such Vessel while in the Mooring Area and the Licensee further acknowledges that the Licensee is responsible for its own security for any Vessel moored in the Mooring Area.
- (c) The Licensor will not in any way be liable or responsible to the Licensee for any loss or damage caused to any Vessel as a consequence of the Licensor evicting or causing any Vessel to be towed from the Mooring Area in accordance with this Agreement.
- (d) The Licensee acknowledges that the Licensee is, at its cost, solely responsible for ensuring that it has exclusive use of the Mooring Area during the Term.

6. TERMINATION

6.1 *Terminate Licence*

If:

- (a) any Licence Fee or other monies payable under this Agreement is unpaid for FOURTEEN (14) days after becoming due and a demand for payment has been made;
- (b) the Licensee is in breach of any of the Licensee's Covenants other than covenants to pay the Licence Fee or other monies payable under this Agreement for FOURTEEN (14) days after notice has been given to the Licensee;
- (c) the Licensee is placed in liquidation (other than for the purpose of reconstruction with the approval of the Licensor) or an application is made for the winding up of the Licensee;
- (d) a receiver or receiver and manager, controller or other similar external administrator of any property of the Licensee is appointed; or
- (e) anything analogous, or having substantially similar affect, to anything referred to in paragraphs (c) or (d) occurs with respect to the Licensee;

then provided that the Licensor has given Notice in accordance with clause 11, and the Event of Default has not been remedied within fourteen days of receipt of that Notice, the Licensor may, in its absolute discretion, terminate this Licence but without prejudice to the rights, remedies and powers of the Licensor

in respect of any antecedent breach by the Licensee of the Licensee's Covenants.

6.2 Evict or Tow Away Vessel

Without limiting or affecting the Licensor's rights, remedies or powers under Clause 6.1, if the Licensee is in breach of any of the Licensee's Covenants relating to any Vessel using or moored in the Mooring Area for SEVEN (7) days after notice has been given, the Licensor may evict or cause the Vessel which is causing the Licensee to be in breach of the Licensee's Covenants to be towed away from the Mooring Area and stored and the Licensee must pay to the Licensor on demand all costs and expenses incurred by the Licensor in evicting, towing and storing that Vessel.

7. YIELD UP AND PEACEABLY SURRENDER

On the expiry or sooner determination of the Term, the Licensee must peaceably surrender and yield up to the Licensor the Licensed Areas and remove from the Licensed Areas all property of the Licensee which is not a fixture and must at the Licensor's option and at the Licensee's expense within ONE (1) month of that date:

- (a) restore the Licensed Areas to a condition consistent with the observance and performance by the Licensee of the Licensee's Covenants; or
- (b) remove the Jetty from the Licensed Areas and all other fixtures and fittings, including but without limitation all piles and other parts of the Jetty which are below water level and fill in all holes and level off and consolidate the ground and leave the area on which the Jetty was constructed clean and free from rubbish and otherwise make good to the satisfaction of the Licensor any other damage caused by the removal of the Jetty to the whole of the Licensed Areas.

8. LICENSOR MAY REMEDY LICENSEE'S DEFAULT

If the Licensee does or fails to do anything which constitutes a breach of the Licensee's Covenants the Licensor may, without affecting any other right, remedy or power of the Licensor arising from the Licensee's breach, remedy that breach and the Licensee must pay to the Licensor on demand the Licensor's cost of remedying any breach by the Licensee.

9. DESTRUCTION OR DAMAGE TO JETTY

If the Jetty or any part of the Jetty is so destroyed or damaged so as to require major rebuilding, the Licensee must apply the proceeds received by the Licensee from the Licensee's insurance policy for the Jetty to rebuilding the Jetty and the Licensee must give notice to the Licensor advising how long that rebuilding is estimated to take and if payment of insurance money under the Licensee's insurance policy in respect of the destruction or damage is refused or reduced by reason of an act or omission of the Licensee, the Licensee must in respect of that destruction or damage rebuild the Jetty to the extent that the insurance money is refused or reduced.

10. CONSENTS NOT UNREASONABLY WITHHELD

Unless this Agreement otherwise expressly provides, the Licensor shall not unreasonably withhold its consent to any matter requiring consent and must specify a reason for withholding consent. The Licensor shall notify the Licensee in writing, within a reasonable time, of its decision with regards to a request for consent.

11. NOTICES

- (a) Any notice given in connection with this Agreement must be in writing and must be left at, sent by facsimile, or sent by pre-paid security post addressed:
 - (i) in the case of the Licensee, to the Licensee's address specified in this Agreement or to its registered office or principal place of residence or business for the time being or at such other address as may be notified by the Licensee for the purpose of the service of notices; or
 - (ii) in the case of the Licensor to the Director, Coastal Facilities Management, Department of Transport, 1 Essex Street, Fremantle, Western Australia or to such other address as may be notified by the Licensor for the purpose of the service of notices.
- (b) A notice is deemed to have been given on the date on which it is left, in the case of a notice being sent by facsimile is deemed to have been given at the time of despatch, and in the case of a notice being sent by post it is deemed to have been given TWO (2) days after the date of posting.

12. COSTS AND STAMP DUTY

- (a) The Licensee must pay the costs of and incidental to the instructions for and the preparation, execution and stamping of this Agreement and all duties payable on this Agreement.
- (b) A party in default must pay on a full indemnity basis all costs incurred by any other party in respect of their default and any notice relating to that default.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, undertakings and agreements, whether written or oral, relating to the subject matter of this Agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement is to be governed by, take effect and be construed in accordance with the laws in force in Western Australia and all parties submit to the jurisdiction of the Courts of Western Australia.

15. INTERPRETATION

- (a) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes, including but without limitation persons taking by novation, and assigns.
- (b) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

SCHEDULE

Item 1 - Jetty:

Multiple jetty structures situated on a site within Cockburn Sound adjacent to Lot 790, Lot 794 and Lot 795 Pantheon Ave, North Coogee, Western Australia as shown for the purpose of identification only as the area coloured red on the plans attached to this Agreement and marked "Annexure A".

Item 2 - Service Jetty, Sullage Dump Point and Fuelling Facility:

That part of the Jetty Complex situated on a site within Cockburn Sound adjacent to Lot 8021 Chieftain Esplanade, North Coogee, Western Australia as shown for the purpose of identification only as the area identified on the attached plan and marked Annexure "A".

Item 3 - Mooring Area:

That part of the waters of Cockburn Sound as shown for the purpose of identification only as the area hatched on the plan attached to this Agreement and marked "Annexure A".

Item 4 - Term:

TWENTY (20) YEARS commencing on the Date of Commencement and expiring on 23 July 2036.

Item 5 - Date of Commencement:

24 July 2016

Item 6 - Licence Fee:

- (a) The Initial Fee is EIGHT HUNDRED AND FORTY DOLLARS AND SIXTY CENTS (\$840.60) payable on or before the date of this Agreement which includes the Licence Fee payable for the first year of the Term.
- (b) The Licence Fee is the licence fee prescribed from time to time under the *Jetties Act 1926* as the annual fee for a licence to maintain and use a Jetty for commercial purposes payable annually in advance on each anniversary of the Date of Commencement which licence fee as at the date of this Agreement is ONE THOUSAND THREE HUNDRED AND SIXTY DOLLARS AND SEVENTY CENTS (\$1,360.70) per annum.

EXECUTED AS AN AGREEMENT.

SIGNED BY THE LICENSOR

In the presence of;

.....
P Manyam
 Signature of witness
PATRICIA MANYAM
 1 ESSEX STREET
 Name of witness in full (print)
MARITIME LICENSING OFFICER
 Address

.....
Ronald Joseph Zappara
 Ronald Joseph Zappara

.....
Occupation



THE COMMON SEAL of the CITY OF COCKBURN
was hereunto affixed in the presence of:)

.....
A. G. G. G.
 (Signed)

Property Lands Officer
 (Position)

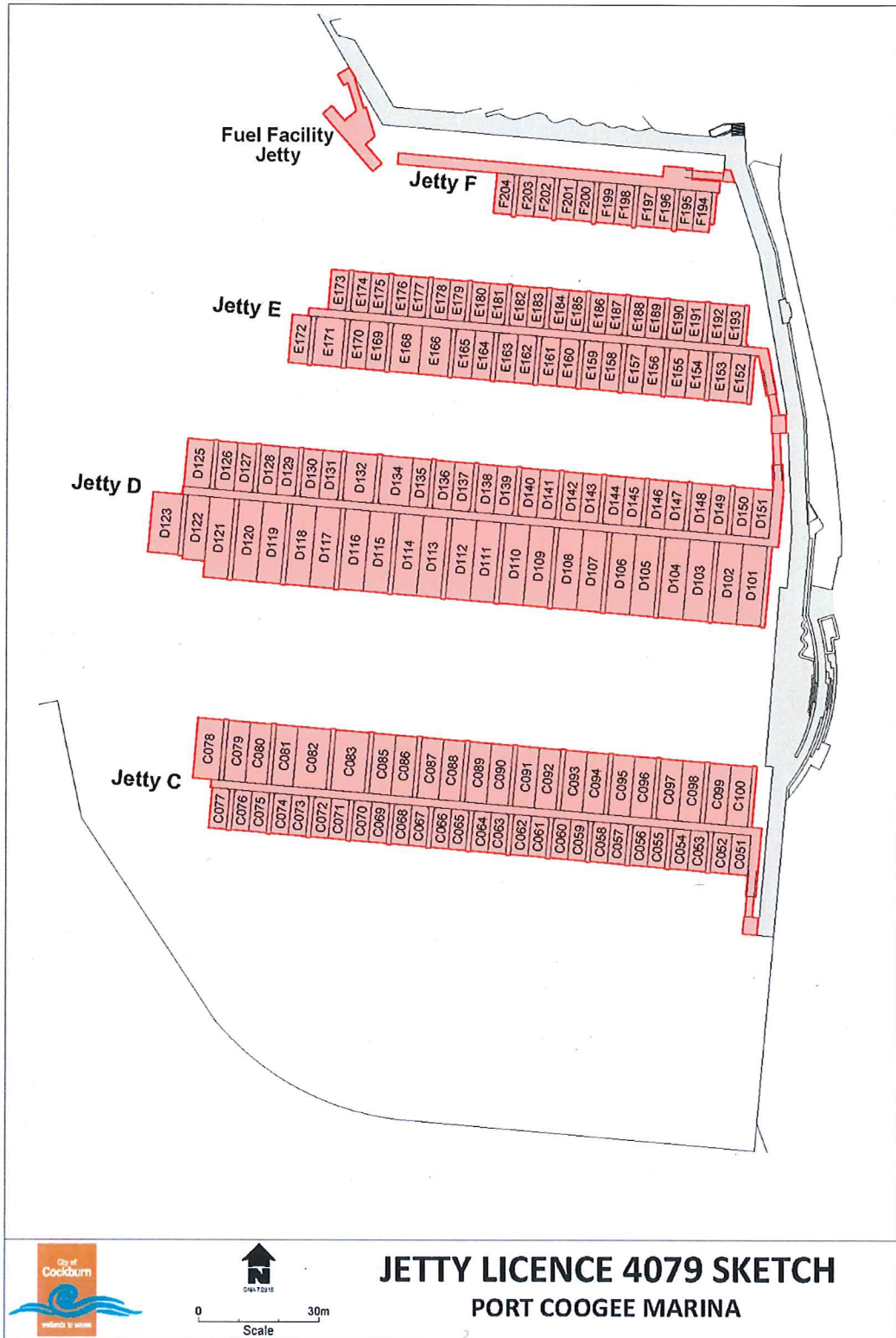
Lee Helen Groat
 (Print Full Name)

.....
K. J. Sim
 (Signed)

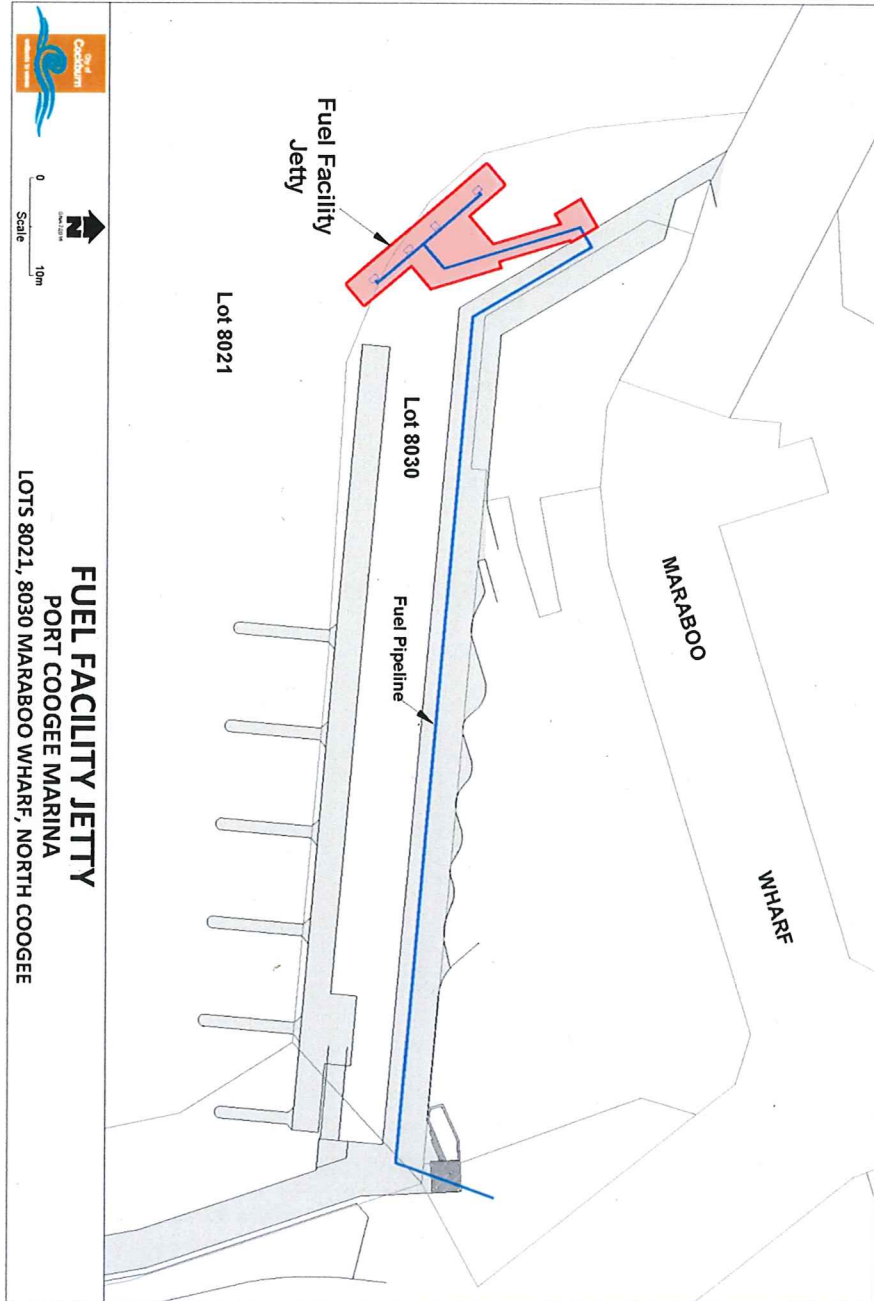
Property Lands Officer
 (Position)

Kevin John Sim
 (Print Full Name)

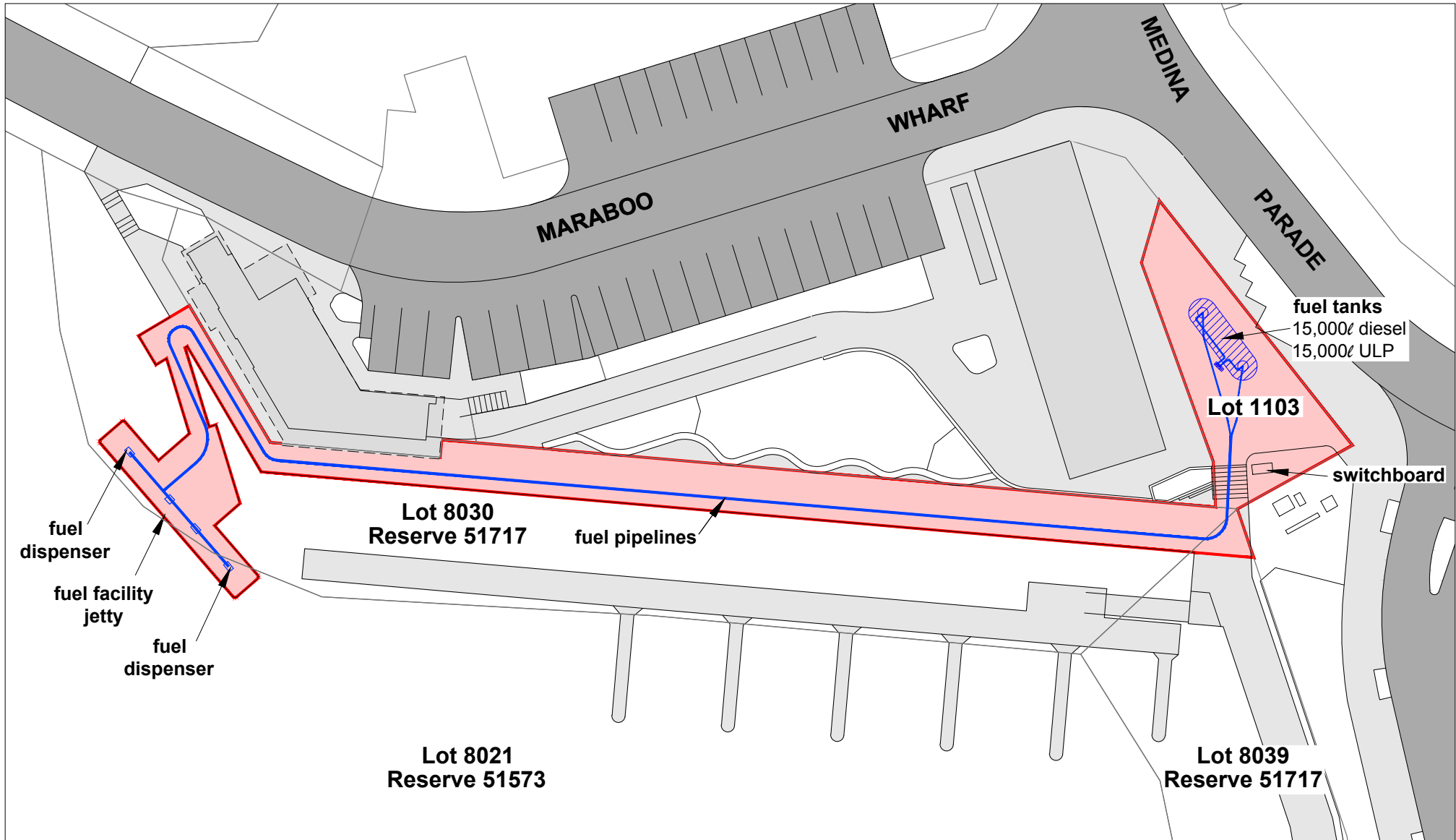
ANNEXURE A PLANS



ANNEXURE A PLANS continued



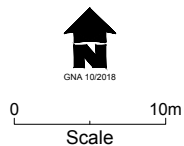
FUEL FACILITY JETTY
PORT COOGEE MARINA
LOTS 8021, 8030 MARABOO WHARF, NORTH COOGEE



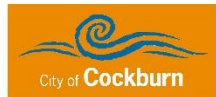
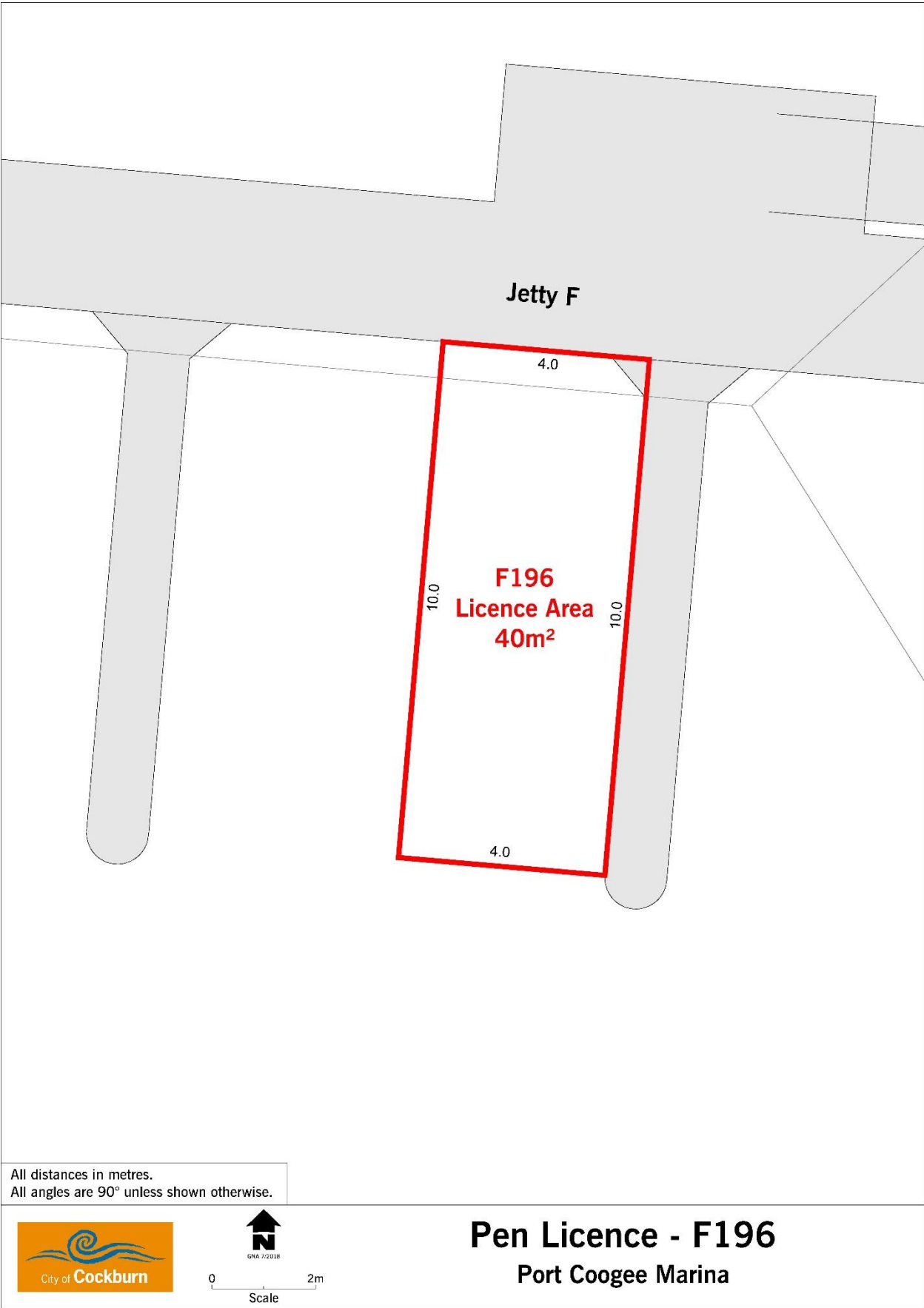
Fuel Facility Access Licence

Port Coogee Marina

Lot 1103, ptn. Lot 8030 (Reserve 51717), ptn. Lot 8039 (Reserve 51717),
ptn. Lot 8021 (Reserve 51573) Maraboo Wharf, North Coogee



Annexure B – Licensed Area

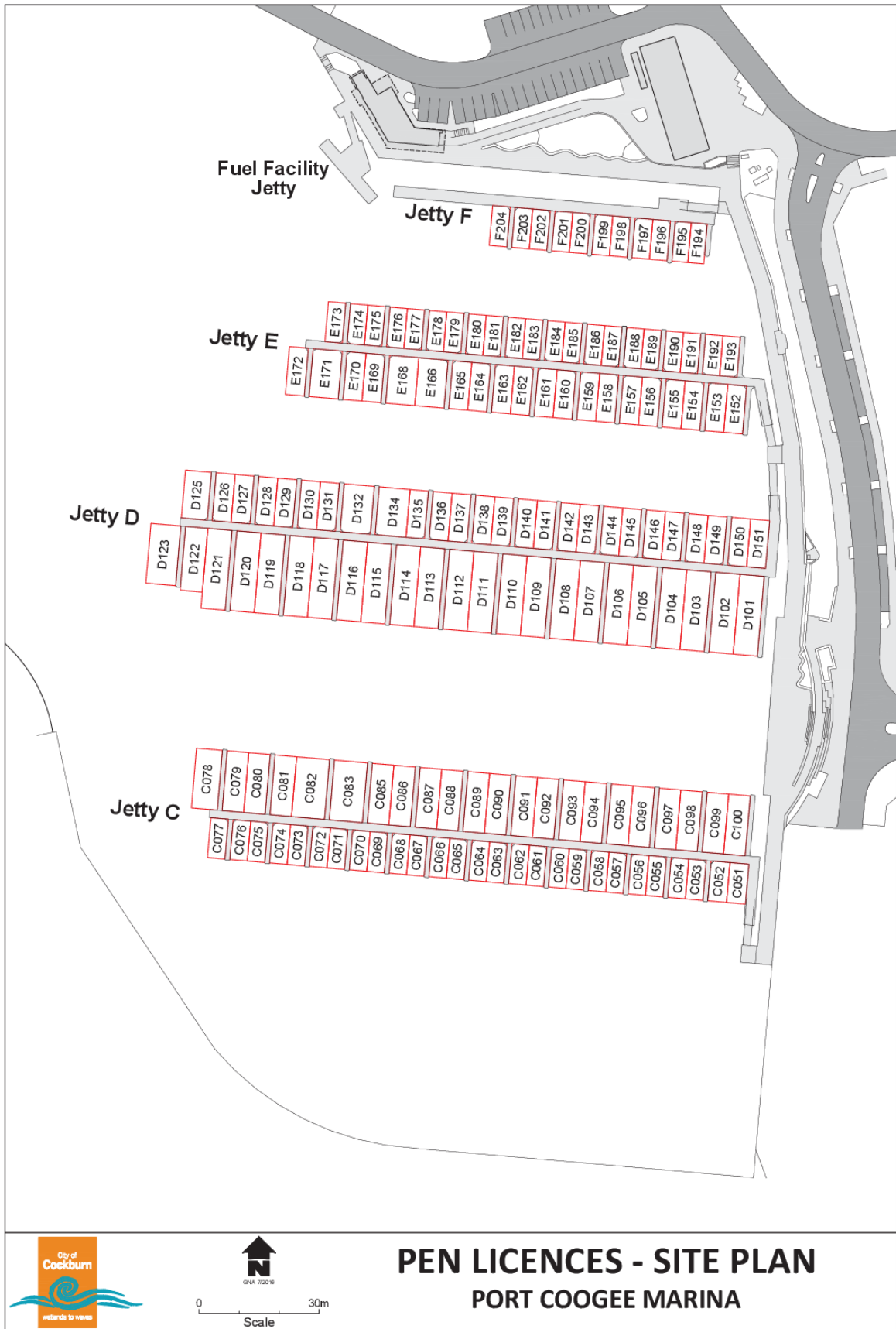


0 2m
Scale

Pen Licence - F196
Port Coogee Marina



Annexure C – Marina Area Diagram



Annexure D – Marina Rules

Rules and Regulations

Vessel owners and visitors to the marina must comply with the marina rules and the directions of the Marina Manager and Marina management staff at all times.

Head DoT Jetty Licence Obligations and City of Cockburn's Port Coogee Bylaws

Adhere to all the Department of Transport jetty licence rules and regulations and City of Cockburn's Port Coogee Waterway Bylaws including:

- No advertising or 'for sale' signs allowed to be displayed within the marina.
- No swimming in the waterways except at the provided beach.
- No fishing in the waterways except at the provided fishing jetty(s).
- Floating docks require the Marina Manager's approval

Respect the environment:

- Do not allow any waste or contaminant of any sort to enter the waterways.
- Do not leave any rubbish or waste outside the confines of your vessel, other than in the bins provided near to the security gates at the end of the jetty.
- No vessel painted with Tributyltin (TBT) is allowed to enter the marina waterways or boat pen area.
- Always double wrap any wet waste before placing it in the provided bins.
- Always compact any recyclable waste before placing it in the provided bins.
- No external sanding, grinding, painting or cutting is allowed within the marina.
- No removing of marine growth is permitted within the marina.
- No oils are to be disposed of within the marina or placed in the marina's bins, unless bins are specifically marked for this purpose.
- Only cosmetic cleaning of vessels is permitted within the marina.

Respect the property and amenity of others:

- Do not board, enter or interfere with any other vessel than your own without the express consent of the vessel owner.
- Always proceed with caution within the marina waterways.
- Never exceed the 5 knots speed limit within the marina waterways and avoid any activity that causes undue wake within the waterways.
- Do not exceed the following noise limits within the marina as measured 15m from you/your vessel:
 - 9am to 7pm, 44db L(A10), 54db L(a1) and 79db L(max)
 - 7pm to 10pm, 44db L(A10), 54db L(a1) and 69db L(max)
 - 10pm to 9am, 39db L(A10), 49db L(a1) and 69db L(max)

Safety, Access & Security:

- Safety and security is everyone's responsibility.
- Do not block or restrict access on any walkway or finger jetty in any way.
- Vessels are not to overhang the walkway(s).
- Always ensure that the security gates are closed after you pass through them.
- Visitors and invitees must be accompanied by the licensee at all times within the secured area of the boat pens.

- Record and report any suspicious activities.
- Immediately report any lost or stolen security access keys, device or codes.
- Contractors undertaking works on vessels are required to comply with the Marina Rules and Regulations, possess written authorisation from the pen licensees/boat owner, utilise an authorised security pass/key and their expected presence be notified to the Marina Manager.

Electrical and Gas:

- Ensure you maintain safe electrical, fire prevention, fire control and gas systems within your vessel and always operate these in a safe manner.
- In the event of a non-compliance to any of the mandatory electrical and gas rules contained in this section the Marina Manager will, after appropriate notice dependent on the circumstances, disconnect the vessel from the marina power supply until such time as compliance is achieved.
- The electrical system and the supply connection to the shore based power supply of each vessel berthed in the marina must comply with Australian Standard AS3000 and AS3004.2 and have a valid current Certificate of Compliance not more than five (5) years old provided by the vessel manufacturer or a licenced electrical contractor stating compliance with these standards.
- Any alterations or additions to the vessel's electrics must be undertaken by a licenced electrical contractor and an Electrical Safety Certificate provided to the vessel owner.
- All electrical work greater than 50 volts AC or 115 volts DC carried out on recreational vessels is to comply with the WA Electricity Act 1945; Electricity Regulations 1947 & Electricity (Licensing) Regulations 1991.
- Connection to the 240 volt jetty power supply point must be via a 15 amp heavy duty flexible lead of not greater than 25m length, be fitted with a three pin IP56 rated (dust and weather proof) plug with locking ring, and be fitted with an inspection and compliance tag fitted by a qualified electrical contractor within one (1) metre of the jetty connection plug end.
- Only one power lead is to be connected to any socket outlet and use of double adaptors or power boards at the jetty connection point is prohibited.
- Precautions need to be taken to prevent the lead from sagging or falling into the water both when connected and when being disconnected.
- Leads should not be used coiled as coiled leads can generate heat and can damage the supply lead.
- Examine leads and plugs before connecting to the marina power supply and repairs to leads and plugs used for the power supply to vessels should only be undertaken by qualified electrical tradespersons.
- The electrical supply lead should be disconnected from the power supply point first and then from the vessel's power supply or appliance connection.
- Potential vessel corrosion activity caused by connecting a vessel's earth to the marina power supply can be reduced by fitting an isolating transformer on board, and/or fitting galvanic isolators complying with AS/NZS3004.2 clause 6.4.4 or alternatively sacrificial anodes may also assist to reduce the effects of galvanic corrosion.
- Onboard gas fittings must comply with the:
 - Gas Standards Act 1972
 - Gas Standards (Gas fitting and Consumer Gas Installations) Regulations 1999.
 - Australian Standards relating to gas installation: AS 5601-2004.

General:

- Keep only the nominated and approved vessel within the mooring pen.
- Living or staying overnight on board a vessel within the marina is restricted (see clauses 8.2 and 8.3 of the licence) and shall only be approved for vessels with inbuilt grey water and sullage holding tanks.
- Pets and other animals must be kept on leads at all times (see clause 8.4 of the licence).
- No skateboards, skates, bicycles, scooters or other related items are to be ridden within the secured zones of the marina.
- Dinghies and tenders are to be stowed aboard the vessel.
- Mooring of vessels is to be in accord with clause 9.2 of your licence and:
 - Shackles are not to be used to secure boat pen lines to the jetties.
 - Lines may not be spliced through jetty cleats such that they cannot be removed
 - Boat pen lines are not to traverse any vacant or alongside pen.
 - Ropes are to be suitably sized for the vessel and maintained in first class condition at all times.
- No fixings to the jetty structure unless by approval of the Marina Manager.

Contacts

OTHER IMPORTANT CONTACTS	CONTACT NUMBERS
Port Coogee Marina Administration	9411 3391 marina@cockburn.wa.gov.au
Marina Manager – Port Coogee (after hours urgent matters)	0419 944 355
City of Cockburn (General Inquiries Business Hours Monday-Friday)	9411 3444
Ambulance, Fire, Police	000
Department of Transport Maritime Environmental Response Unit	9480 9924
Water Police	9442 8600
Cockburn Volunteer Sea Search & Rescue (call sign VH6CL)	0409 103 029 27MHz Ch 88 & 90 VHF Ch 16 & 73
Fremantle Port Authority (Emergency)	9335 1300
Fremantle Sea Rescue (call sign is VN6DI) VHF channel 73 (or 16 - emergency) 27Mhz channel 90 (or 88 - emergency)	9335 1332 – Marina Assistance (24HRS)

APPENDIX E Weekly Marina Inspection Checklist



MARINA INSPECTION CHECKLIST



Date:
Person Conducting Inspection:

Safety & Electrical	✓ / ✗	Comments
Extinguishers & fire hoses in order		
Evacuation plans & emergency procedures visible		
Oil spill response bins secure		
Powerpoints free of overloading and damage		
Water free from electrical cords		
General Maintenance		
Bin stations free from build-up of rubbish		
Water free of debris and/or pollution		
Security gates working		
Jetties clear of hoses, ropes, etc that may present an obstruction or trip hazard		
Jetties, pens, CCTV cameras, boardwalk, etc free from damage or vandalism		
Pens & Vessels		
No unauthorised vessels/tenders in pens (check overnight security report)		
Vessels appropriately moored (incl fenders) to prevent damage & obstructions		
Visible ropes on vessels free from damage/breakage		
Fingers clear of obstructions		
Vessels free of tampering/damage/break-in		

General comments	Actions Required

Signature:

APPENDIX F Port Coogee Marina Evacuation Diagram



EVACUATION DIAGRAM

Port Coogee Marina
5 Maraboo Loop, North Coogee



Emergency Contact Numbers

City of Cockburn: Marina Management 9411 3390 Emergency Management 0409 687 404 CoSafe 1300 267 233 Rangers 9411 3444	Medical: Ambulance 000 Dialling from mobile 112 Fiona Stanley Hospital 6152 2222	Fuel or Oil Spill: Baileys Marine Fuel - All Hours 1300 224 539 Department of Transport - Maritime Environmental Emergency Response (MEER) 9480 9924 Fremantle Port Authority - Emergency 9335 1300	Australian Customs and Border Protection Service 1300 558 287 Department of Water and Environmental Regulation (DER/EPA) - Pollution Watch Hotline 24 Hours 1300 784 782
Police: Emergency 000 Dialling from mobile 112 Water Police 9442 8600 Crime Stoppers 1800 333 000	Department of Fire & Emergency Services: Emergency 000 Dialling from mobile 112 SES Emergency Assistance 13 2500 Emergency Information 13 3337	Sea Rescue: Cockburn Sea Rescue Group 0409 103 029 Fremantle Sea Rescue Group 24 Hours Marine Assistance 9335 1332	Department of Fisheries: 9482 7333 Fremantle District Office 9432 8000 Fishwatch 1800 815 507 Water Corporation Emergencies 13 1375 Western Power 13 1351
		Other: Alinta Energy - Emergencies/Faults 13 1351	

Assembly Area	Fire Hose	Defibrillator	Fuel Distribution Board	Spill Boom Housing
Communications	Fire Hydrant	Fuel Bowser	Lifebuoy Ring	Spill Kit
Emergency Fuel Stop	Emergency Information	Distribution Board	Ladder	Underground Fuel Storage
Fire Blanket	First Aid Station	Main Distribution Board	Sullage	Water Stop Valve (under jetty)
Fire Extinguisher - ABE Dry Chemical Powder				

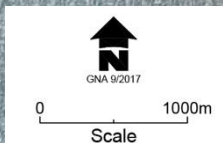
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Validation Date: 20/10/2021

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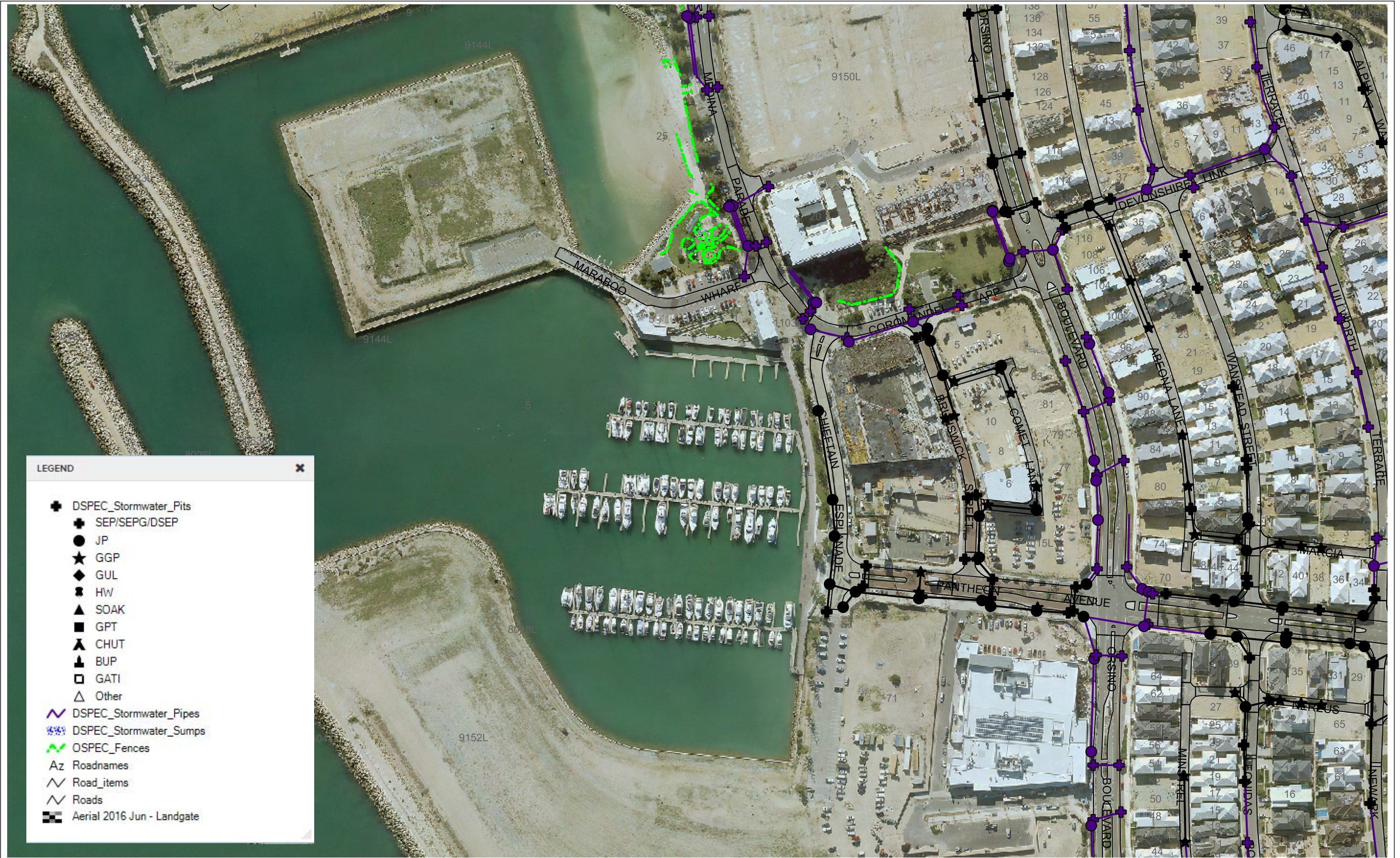
APPENDIX G Port Coogee Marina Aerial





APPENDIX H Drainage Plan





LEGEND

- ◆ DSPEC_Stormwater_Pits
- ◆ SEP/SEPG/DSEP
- JP
- ★ GGP
- ◆ GUL
- ⊗ HW
- ▲ SOAK
- GPT
- ▲ CHUT
- ▲ BUP
- GATI
- △ Other
- DSPEC_Stormwater_Pipes
- DSPEC_Stormwater_Sumps
- - OSPEC_Fences
- Az Roadnames
- Road_items
- Roads
- Aerial 2016 Jun - Landgate



City of Cockburn
G.I.S Services Department

DRAINAGE MAP

PRINTED ON: 22/09/2016

SCALE = 1:2174

DISCLAIMER - The City of Cockburn provides the information contained herein and bears no responsibility or liability whatsoever for any errors, faults, defects or omissions of information contained in this document.



APPENDIX I Bomb Threat Checklist



TELEPHONE BOMB THREAT CHECKLIST



Report call immediately to:	Name	Telephone No.
	Emergency Services	000
	Marina Manager	0419 944 355

Bomb Threat Name:	Date:
Received By:	Contact Number.
Position:	

QUESTIONS TO ASK

Questions	Exact Wording of Threat
1. When is the bomb going to explode?	
2. Where is it right now?	
3. What does it look like?	
4. What kind of bomb is it?	
5. What will cause it to explode?	
6. Did you place the bomb?	
7. Why?	
8. What is your address?	
9. What is your name?	

ORIGIN OF CALL (✓)

Caller ID Shown?		
Local	International	STD
Mobile	Public Phone	

TELEPHONE BOMB THREAT CHECKLIST



VOICE IMPRESSIONS

Give very first impressions

Information requires opinions, preceptions and judgements

Place ✓ in box if appropriate

Caller was:

Male	Female	Pre-teen	40 - 50	Over 50
Adult	Child	Teenage	20 - 40	

Caller's Speech

Accent		Heavy	Slight
Australian	French	Irish / Scottish	Italian
English	Asian	German	American
Russian	African	Portugese / Spanish	Middle Eastern

Caller's voice

Calm	Angry	Soft	Deep	Excited
Normal	Loud	Slurred	Clear	Rapid
Slow	Distinct	Crackling	Crying	Lisp
Ragged	Nasal	Laughing	Raspy	Stutter
Disguised	Familiar (if so, who does it sound like?)			

Background Sounds

Street noises	House noises	Clear	Aeroplane
Crockery	Motor	Static	Train
Office Machinery	Voices	Bus	Tram
Factory Machinery	Animal noises	Music	Other

Threat Language

Well spoken (educated)	Foul	Incoherent	Irrational
Taped	Message read by threat maker		

Remarks

APPENDIX J Baileys Marine Fuels Emergency Response Plan



QUICK REFERENCE RESPONSE GUIDE

AND

INSTRUCTIONS FOR PORT COOGEE

EMERGENCY INFORMATION
1 - SPILLS OVER WATER
2 - SITE SPILLS
3 - EXTERNAL SPILLS
4 - FIRE
5 - MEDIA
6 - CONTAMINATION
7 - NATURAL DISASTERS
8 - NEIGHBOURS
9 - PRODUCT SOAKED CLOTHING
10 - MEDICAL

EMERGENCY RESPONSE PLAN

Part A

Site	Port Coogee
Site Address	Maraboo Wharf, North Coogee WA 6163
Access Information (FOR EMERGENCY SERVICES)	Access of Medina parade outside Dome Cafe
Port Coogee Marina Manager – Sam Standish	Marina Management 9411 3390 / 0419 944 355
Baileys Marine Fuels Australia all hours	1300 224 539
BMFA Site Manager Frank Bergmann	0488 022 630 / 9335 7822
BMFA Operations Manager Michael Coumbe	0419 925 233 / 9335 7822

NAME / ORGANISATION	TELEPHONE
Fire Brigade	000
Police	000 or 131 444
Water Police	9442 8600
Ambulance	000
Hospital	9431 3333
City of Cockburn Port Coogee Marina	9411 3390
City of Cockburn Marina Manager	Sam Standish 0419 944 355
City of Cockburn Emergency response	9411 3444
State Emergency Service	132 500
Poison's Information Centre	13 11 26
Electricity Authority	Western Power – 13 13 51
Water Authority	Water Corporation – 13 13 75
Environmental Protection Authority	Marine Emergencies – 1300 784 782
Department of Transport Maritime Environmental Emergency Response	9480 9924
Shire/Town contact	Cockburn Shire – 9411 3390
Spill Equipment	Global Spill 1300 774 557
Electrician	WSP Services – 0499 800 680
Petroleum fitter	NQPetro – 0488239111/ 94344449

EMERGENCY INFORMATION

EMERGENCY RESPONSE PLAN

Part A

Petroleum fitter	Weldaid – 0409 122 330
Fuel Management System	Fuelquip – 0477 029 661
Security	
Waste Oil removal	Western Resources – 9351 1300
NEIGHBOURS	TELEPHONE
Dome	08 9395 7013
Frasers Property Group	08 9214 7900

Site Description	
Type of fuel	Diesel / Premium Unleaded 95
Number of tanks	2
Tanks above ground / below ground	2 Below
Type of tanks	DTE Fibreglass/Steel
Size of tanks	15k x 2
Type of pipework	DC UPP
Number of cabinets	2 Dual
Spill kit available?	Marine Spill Kit on Service jetty
First Aid Kit available?	In Marina Office

SPILLS OVER WATER

Emergency Response for Site Personnel

Push emergency **STOP** button

If safe, stop or control product flow

Call Baileys Marine Fuels

1300 224 539

and Marina Management

9411 3390

CONTROL IGNITION SOURCES

If safe to do so, attempt to:

- Eliminate all ignition sources
- Do not allow vehicles to be started
- Isolate mains power
- Evacuate people and clear the area

CONTAIN SPILT PRODUCT

- Marina Management will coordinate the spill containment
- Contain product using absorbent material (e.g. floating bunds, absorbent pads) located in Marine Spill Kits on jetties
- Assess wave, current and wind action and deploy spill equipment
- Run large containment boom accross waterway behind fuel jetty, in front of Maraboo Bridge, to prevent spreading to nearby Ngarkal Beach
- Redeploy or reposition spill equipment if necessary

CLEAN UP

- Dispose of materials to licenced facility

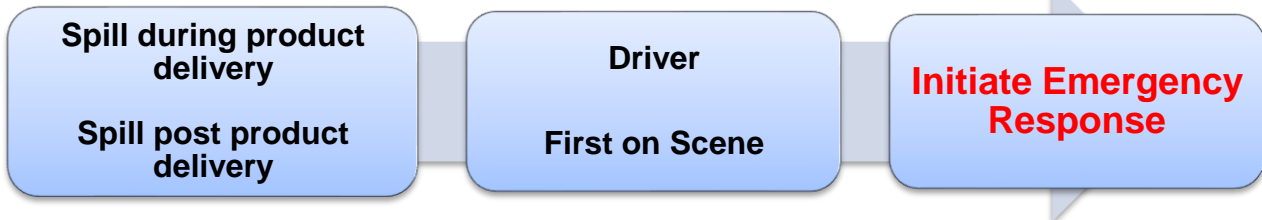
1 - SPILLS OVER WATER

SPILLS OVER WATER

<p>Staff to Consider</p> <ul style="list-style-type: none">• Spill equipment available• Current/tide, wind & wave action• Prevention of spreading to environmentally sensitive areas (particularly the Marina (Ngarkal) Beach or outside Port Coogee)• Impact on Neighbours	<p>Communicate Responsibilities</p> <ul style="list-style-type: none">• Contact the Site Manager• Contact the Operations Manager• Contact Marina Management• If required contact Fire Brigade, Department of Transport and/or Water Police
---	--

SITE SPILLS

Emergency Response



Push emergency **STOP** button

If safe, stop or control product flow

Call Baileys Marine Fuels

1300 224 539

CONTROL IGNITION SOURCES

If safe to do so, attempt to:

- Eliminate all ignition sources
- Do not allow vehicles to be started
- Isolate mains power
- Evacuate people and clear the area

CONTAIN SPILT PRODUCT

- Contain product using absorbent material (e.g. soil, sand, spill kit)
- Build dams using soil, sand etc. to protect drains
- Direct spilt product to strip drain next to fill point (this drains to containment tanks)
- Check interceptor and close outlet valves
- Check that bund valves are closed

CLEAN UP

- Dispose of contaminated materials to licenced facility

SITE SPILLS

Vulnerable Neighbours and Properties

IMMEDIATELY ASSESS SPILT PRODUCT RUN OFF OR GAS VAPOUR CLOUDS

Flow direction - flowing into underground drainage, populated areas or into a waterway?

Wind direction - can flammable vapour be ignited by neighbouring activities? If so, advise them to eliminate ignition sources.

Inform Fire Brigade of actual or potential impacts on neighbours

Fire Brigade will assess if neighbours require evacuation

Notify Port Coogee Marina Management

SUSPECTED MAJOR UNDERGROUND LEAKAGE OF FUEL

Contact Operations Manager

IMMEDIATELY

1300 224 539

PRODUCT SPILLS EXTERNAL TO SITE

Response Procedures for Baileys Marine Fuels Staff

LOCATION INFORMATION

Record the following in DoT Pol Rep Form

- Obtain the name and contact telephone number of the person reporting the spill
- Obtain an address or description of the location

SPILL INFORMATION

- What *product* has been spilt?
- What quantity has been spilt?
- Is the product contained or is it escaping into the environment? How?

ASK OR DIRECT THE SPILL REPORTER TO:

- [Call the Marina Management - 9411 3390](#)
- Call the the Fire Brigade - 000 if needed
- Control ignition sources e.g. naked flames, sparking equipment
- Evacuate the area of persons not invoced in clean up
- Control the spill, push the emergecny stop button or close a valve
- Build a dam using a boom, absorbant materials or soil
- Use absorbent materials to prevent fuel entering drains or waterways
- If the spill has escaped to a waterway
 - Marina Management will coordinate the spill containment
 - Deploy floating spill equipment contained in Marine Spill Kit on jetty, as directed by Marina Management
- If the spill has affected roadways - control traffic and call Police

Response Procedures for Site Personnel

Follow previously outlined framework for Spill and Emergency Procedures

1. CONTROL
2. CONTAIN
3. CLEANUP & COMMUNICATE

In adition, more specific information (for emergencies outside a depot) may be required to ensure an appropriate Baileys Marine Fuels Australia response

PRODUCT SPILLS EXTERNAL TO SITE

STAFF TO CONSIDER:

- Despatch spill and recovery equipment
- Sand or absorbent materials contractor
- Contractor Cleaning Company
- Traffic management
- Public relations
- Media

COMMUNICATION RESPONSIBILITIES:

- Contact the Operations Manager
- Notify the Marina Manager
- If required contact Fire Brigade and/or Police

SITE FIRES

Response Procedures for Site Personnel

Assess the situation
Push Emergency STOP Button
Call 000
Ask for Fire Brigade
** If safe to do so - extinguish fire **
Evacuate people to safety if necessary
If safe, clear vehicles from affected area
If safe, stop all product flow/leaks
Control access to site, keep clear for Fire Brigade
Assist Emergency Services

4 - FIRE

SITE FIRES

Response Procedures for Site Personnel

4 - FIRE

STAFF TO CONSIDER:

- Account for Staff, Contractors & Visitors
- Neighbours – advise them, restrict ignition sources, do they need to evacuate?
- Wind direction?
- Provide dangerous goods manifest and emergency services location drawing to the Fire Brigade
- Provide clear access to Fire Brigade
- Assist all Emergency Services
- Control access by public and media

COMMUNICATION RESPONSIBILITIES:

Raise the Alarm

- Contact Emergency Services
- Contact Marina Management
- Contact Operations Manager
- Consider calling Dangerous Goods and Environmental Authorities

MEDIA

Response Procedures for Site Personnel

**All media enquiries are to be directed to the
Caltex Media Officer**

STAFF TO CONSIDER:

- The safety of staff, visitors and media are of utmost importance
- Beware of ignition sources e.g. cameras, flashes, phones
- BMFA personnel are not authorised to make comments to the media, if approached take a name and contact details and inform them Caltex Media will respond to them soon
- Assist authorities
- Keep record of events and contacts

COMMUNICATION RESPONSIBILITIES:

- Contact the Operations Manager
- Contact Caltex Media Advisor

PRODUCT CONTAMINATION

Response Procedures for Site Personnel

Customer Identifies Product Contamination

- Obtain details of the product and suspected contamination
- Any injuries or equipment damage
- Obtain customer details
- Advise customer not to use product until notified otherwise
- Contact the Operations Manager

Product Contamination found on Site or tanker

- Determine the extent of the contamination
- Isolate tanks, pipelines and compartments
- Contact the Operations Manager

CONTAMINATION CONTROL

- Stop all deliveries
- Determine the extent of contamination i.e. when, how, with what, degree of contamination
- What product has been delivered, how much and to whom
- Isolate tanks, pipelines and compartments
- Contact Operations Manager and get further instructions
- Develop an immediate action plan

CONTACT

- Operations Manager
- Customers and advise them of the situation and remedial action

NATURAL DISASTERS

Response Procedures for Site Personnel

ELECTRICAL BLACKOUT

- Do not set up emergency generator within hazardous area
- Call Power Authority for status
- Advise customers of situation

SEVERE STORMS

- Listen to local radio station for updates
- Comply with Emergency Services
- Be prepared to follow related procedures for flooding etc

BUSHFIRES

- If a bushfire is approaching – stop all operations, shut down site
- Listen to local radio station for updates
- Comply with Emergency Services
- Evacuate personnel as directed by Emergency Services
- Follow site specific bushfire plan below

FLOODING

- If a flood warning is in place – stop all operations
- Shut all valves, tanks, pipeline and bund
- If time permits, interceptors are to be cleaned of fuel and sludge and the interceptor valves left open
- If above ground storage tanks have less than 10,000 litres of product in them, contact the Operations Manager
- Tie down or remove all loose objects e.g. trailers, caravan, drums. If time is available move records, equipment etc. to a safe place
- Listen to local radio station for updates
- Comply with Emergency Services

EARTHQUAKE

- Stop all operations
- Inspect site for any damage
- Contact Operations Manager for instructions before recommencing operations

CYCLONE

- Stop all operations
- Shut all valves, tanks, pipeline and bund
- If time permits, interceptors are to be cleaned of fuel and sludge and the interceptor valves left open
- If above ground storage tanks have less than 10,000 litres of product in them contact the Operations Manager
- Tie down or remove all loose objects e.g. trailers, caravan, drums
- Listen to the local radio station for updates
- Comply with Emergency Services directions

CYCLONE PLAN FOR THIS SITE

RED ALERT

- Ensure each tank has at least 10,000 litres of diesel.
- Do download to Perth Fuel Management System.
- Ensure all power is isolated and pipes to wharf are closed.
- Carry out visual check of tank compound and fuel dispensing equipment on wharf and close and lock cabinet shutters.
- The area is to be tidied up, with loose material and rubbish being removed from the site.

ALL CLEAR

Prior to reopening the facility an inspection is to be carried out:

- Inspect electrical and pumping system
- Check cabinet for moisture before turning on
- Ensure all valves and pipelines are in good condition before any fueling is resumed

If damage to the facility is observed, then rectification will occur as and when appropriate.

IMPACT ON OR FROM NEIGHBOURS

Any emergency at a Site may have an impact on neighbours and adjacent properties. Conversely, our neighbours may have an emergency that impacts on the Site. It is, therefore, appropriate that all Sites individually consider the following:

- Identify the types of neighbours and possible hazards e.g. ignition sources, boiler makers and welders, overgrown vegetation, excessive vehicle movements
- Identify the effects of a Site emergency on the neighbours.
- Consider benefits of establishing mutual aid agreements or cooperation with neighbouring oil companies.
- Keep a telephone contact list of all neighbours (document names and numbers in the contact list provided in **Emergency Information**).

PRODUCT SOAKED CLOTHING

Response Procedures for Site Personnel

In the event of clothing being soaked with product, the following actions apply:

- Keep ignition sources away (e.g. heaters, cars, smoking)
- Saturate clothing with water and remove it slowly from the person to avoid generating a static charge
- Wash skin thoroughly with soap and water
- Seek medical advice
- Report incident to Supervisor
- Affected clothing shall be allowed to dry (i.e. fuel to evaporate) in an area void of ignition sources

SITE MEDICAL EMERGENCIES

Response Procedures for Site Personnel

Assess the situation

Ensure the area is safe for yourself, others and the patient

Commence DRS ABCD Action Plan/Resuscitation

D - Danger

R - Response

S - Send for help - Call 000

A - Airways

B - Breathing

**C - CPR - 30 chest compressions
2 breaths**

D - Defibrillation

Contact Operations Manager or National Manager

SITE MEDICAL EMERGENCIES

Response Procedures for Site Personnel

STAFF TO CONSIDER:

- If in doubt, call an Ambulance.
- Provide CPR or other emergency first aid if safe to do so.
- Stay with the casualty until medical assistance arrives.
- Clear the area for ambulance access.
- Protect yourself from the casualty's blood.
- Are Material Safety Data Sheets available if required?

COMMUNICATION RESPONSIBILITIES:

- Contact the Operations Manager or National Manager.
- For a serious accident: Contact Work Safe Authority and Police.

Baileys Marine Fuels Australia

EMERGENCY RESPONSE PLAN

Part B

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1 Users guide

An Emergency Response Plan is an essential component of Baileys Marine Fuels Australia operations and a legal requirement for any location storing dangerous goods.

This user guide is designed to help you to use the Site Emergency Response Plan to produce a concise emergency response plan to suit each site.

2 Emergency response plan elements

The Emergency Response Plan for a site consists of two elements:

- Emergency Response Plan – Part A
- Emergency Response Plan – Part B

The **Emergency Response Plan – Part B** is a reference plan with two functions:

- For use in an actual emergency when it provides more detailed information to support the Emergency Response Plan – Part A; and
- As a resource for training personnel in emergency response.

The plan is to be kept in an accessible, prominent position in the office and contact details must be kept up to date.

The **Emergency Response Plan – Part A** is an abridged version of the Emergency Response Plan – Part B and is tailored specifically for each site, it consists of three elements:

- Emergency information for the site including emergency contact names and telephone numbers;
- A Quick Reference Response Guide to provide instructions for immediate emergency response; and
- Site specific instructions for emergency situations.

It is recommended that copies of the Emergency Response Plan – Part A are located:

- In as many places as necessary in the office to ensure anybody responding to an alarm either at the Site or by phone has a copy immediately available. Each position should be clearly marked, or the guide should be readily visible; and
- In an external Emergency Cabinet easily accessible to the Emergency Services.

3 Responsibilities

The Operations Manager and Site Managers are required to adapt the Emergency Response Plan - Part B for each site and ensure that the information contained within is accurate and personnel are made aware of their location and understand its contents.

The Operations Manager is responsible for:

- ensuring this plan remains up to date and is implemented at all unmanned sites;
- Implementing appropriate training and drills for emergency situations.

The Site Managers are responsible for:

- ensuring Part B remain up to date and is implemented at all manned sites;

- Implementing appropriate training and drills for emergency situations at their sites.

4 The framework for emergency response

This plan is intended to provide Personnel/Contractors with a framework for planning and implementing a response to an emergency.

Despite all precautions taken to ensure the safe design, operation and maintenance of equipment, from time to time accidents may occur. Unless quickly brought under control, fire, spills or medical emergencies can lead to serious consequences for people, property and the environment. In most cases, the consequences of such accidents are confined to the site (on-site) but occasionally may also extend beyond these boundaries (off-site). Planning must, therefore, take into account other people and organisations likely to become involved in the emergency. Similarly, planning should also encompass emergencies generated by external influences such as the natural disasters and neighbours.

The overall objective of emergency planning is to:

- Control and contain emergency situations;
- Safeguard people on-site and off-site; and
- Minimise damage to property and the environment.

Although the types of events giving rise to an emergency can vary greatly, the consequence of potential accidents can be substantially reduced by having in place well prepared and tested plans. Factors such as site, size, location, regulatory obligations, human resources and capabilities available on-site and in the local area must be taken into account in all cases.

Each Site must ensure that their Emergency Procedures and Plans are tested by both “Desktop” and simulated exercises and the lessons learned from the exercises are subsequently incorporated into their plans.

All personnel must be trained in the procedures and plans in place to handle emergency situations and must be kept up to date with any changes made.

5 Scope and objectives

The plans describe the action required when confronted by different emergency situations. It also defines who is responsible for notifying both the external services such as the Fire Brigade or other local Authority specialists.

Any emergency plan is essentially an “immediate action” plan. Typically, the following components of the plan will be needed:

- Assess the nature and extent of the emergency;
- Raise the Alarm and contact the emergency services;
- Stop operations;
- Account for all people on the site and evacuate the site if necessary;
- If safe to do so, control the emergency using pre-planned actions, remove any hazards and minimise the extent of the emergency;

- Contact the Operations Manager when time or resources permit;
- Inform and cooperate with the Authorities and Emergency Services;
- Keep detailed records of the incident; and
- Protect the scene of the incident and preserve evidence.

Individual action plans have been drawn up to deal with various types of events which could occur at storage locations and retail sites. These plans have been formulated within the general framework outlined above. The emergency plan must also provide for smooth information flow and cooperation with organisations in the community— this will not happen without prior consultation, regular rehearsal and constant updating of site specific emergency contact numbers. These tasks are the responsibility of the Site Manager at manned sites and the Operations Manager at all other sites.

6 Communication responsibilities

The impact of an emergency can be significantly reduced if effective communication occurs between Site personnel, Emergency Services and BMFA Management.

Individual emergency plans below and in Part B identifies the communication responsibilities of the various roles involved.

The Operations Manager must be contacted **immediately** (within the limits of available resources) in the event of any major emergency.

Operations Manager	1300 224 539
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7 Media

The Operations Manager should be informed as soon as an emergency situation occurs, particularly if police or other emergency personnel are present. Caltex Media Relations will be contacted by the Operations Manager or National Manager to respond to all media requests, personnel are not permitted to respond to the media about operational issues.

8 Reporting

Any emergency that occurs at BMFA must be reported through the incident reporting process. All details of the incident, action taken, authorities informed and further corrective actions must be documented on the incident report form. All spills must be reported through the Caltex LPS system.

9 Emergency Response Procedures

This section details specific procedures for emergency situations.

9.1 Loss of Product - Spills

9.1.1 Spills over water

Product spillages and gas releases can occur on-site and can generally be categorised in two ways:

- Minor spillages of liquid products that can be immediately dealt with by on-the-spot personnel.
- Large spillages of liquid products that require major containment and clean-up action to protect the safety of personnel, public, property and the environment. These events can create the potential for a significant volume of flammable vapour to form and, therefore, the risk of explosion and fire.

Regardless of which category spill you have, follow these basic procedures:

1. CONTROL

- Activate the Site's emergency stop push button.
- Eliminate any sources of ignition. Do not start vehicles. Stop all contractor activity. If safe to do so, the main power should be switched off at the switchboard. Identify and isolate product flow.
- Contact the Operations Manager.
- Ensure all people are evacuated upwind of vapour or fumes and kept away from the affected area.
- Inform neighbours of the spill.

2. CONTAIN

- Take note of the current/tide, wave and wind action and commence deployment of available spill response equipment.
- Use local vessels if available to deploy spill response equipment to best of ability.
- If possible, protect any sensitive area's from contamination i.e. mangroves, animal breeding grounds, water intake pipes etc.

3. CLEAN UP & COMMUNICATE

- Once the product has been contained, carry out the clean-up of the product and remove any contaminated materials etc. All contaminated equipment should be accounted for and disposed of in the correct manner.
- Inform management and determine which statutory authorities require notification.
- In the period following an incident an personnel member should be nominated to maintain a log of the events leading up to the incident and the control, contain and clean up activities.
- Any enquires by the media should be initially directed to Management. Personnel members should not discuss the incident with the media as a company spokesperson will be nominated.

9.1.2 Site spills

Product spillages and gas releases can occur on-site and can generally be categorised in two ways:

- Minor spillages of liquid products that can be immediately dealt with by on-the-spot personnel.
- Large spillages of liquid products that require major containment and clean-up action to protect the safety of personnel, public, property and the environment. These events can create the potential for a significant volume of flammable vapour to form and, therefore, the risk of explosion and fire.

Regardless of which category spill you have, follow these basic procedures:

1. CONTROL

- Activate the Site's emergency stop push button.
- Eliminate any sources of ignition. Do not start vehicles. Stop all contractor activity. If safe to do so, the main power should be switched off at the switchboard. Identify and isolate product flow. Check that all bund valves are closed.
- Identify and isolate product flow. Check that all bund valves are closed.
- Contact the Operations Manager.
- Inspect the interceptor – Has fuel passed through the interceptor? If so, where? Advise the Fire Brigade. Close the interceptor valves until advised by the Fire Brigade.
- Ensure all people are evacuated upwind of vapour or fumes and kept away from the affected area.

2. CONTAIN

- Build a dam with absorbent material (i.e. booms, dirt, and sand). Locate and use the materials in the site spill response kits.
- Dig a trench or hole to contain product within the site.
- Block off all drains using absorbent pillows, sand etc.

3. CLEAN UP & COMMUNICATE

- Once the product has been contained, carry out the clean-up of the product and remove any contaminated water, materials etc. No contaminated water or soil shall be transported offsite without the permission of the EPA or regulator. All contaminated materials must be disposed of by licenced contractors. Contact Operations Manager for assistance.
- Inform Management and determine which statutory authorities require notification.
- In the period following an incident an employee should be nominated to maintain a log of the events leading up to the incident and the control, contain and clean up activities.
- Any enquires by the media should be initially directed to Management. Personnel should not discuss the incident with the media as a company spokesperson will be nominated.

9.1.3 Spills on delivery

Where the spill has occurred during product delivery and the driver is on site when the spill is discovered, the driver must inform the Operations Manager or supervisor of the incident immediately. The Operations Manager or supervisor initiates a response as appropriate. If the delivery is complete and the driver has left when the spill is discovered, the person who discovers the spill must initiate a response as appropriate. (Refer also to Product Spill Outside of Sites - Section 8.3.)

9.1.4 Underground spills

Where a major underground leakage of fuel is suspected, contact the Operations Manager immediately. Appropriate consultants may need to be engaged to assess the integrity of the fuel equipment (tank and pipes) and the extent of any soil or groundwater contamination. With the assistance of relevant personnel, implement a plan to control, contain and clean up the spillage.

9.1.5 Vulnerable neighbours and properties

Neighbouring properties and occupants may be vulnerable to the effects of a product spill and could be the ignition source of any flammable vapours.

Immediately assess spilt product run off or gas/vapour clouds:

- Is the product flowing into underground drainage, populated areas or into a watercourse?
- Check the wind direction. Will any flammable vapour be ignited by neighbouring activities? If so advise them to eliminate ignition sources eg. Smoking, welding, gas cutting, hot water systems and sparking equipment.
- Inform the Fire Brigade of actual or potential impacts on neighbours. The Fire Brigade will assess if any neighbours require evacuation.
- Will any neighbours be affected by product run off? Check the following list:
 - Surface water contamination to crops, aquaculture, etc
 - Streams, watercourses, etc.
 - Vapours causing health concerns e.g. asthma.

9.1.6 External spills

Where a product spill is outside of the site follow the previously outlined framework section 8.2 Site Spills:

- CONTROL
- CONTAIN
- CLEAN UP & COMMUNICATE

In addition, more specific information (for emergencies outside a site) may be required to ensure an appropriate response.

Site Personnel must obtain information from other people at the scene:

- Where is the exact location of the incident and when did it happen?
- What product is involved and how much has been spilt?
- What help is needed?
- Who has been notified and are they in attendance?
- If the report is from the public or a customer, obtain their name and contact telephone number.

The site manager must:

- Collect materials (emergency response spill kits) and personnel to attend to the spill.
- Take a means of communication such as a mobile phone.
- Clear normal operations to concentrate resources on dealing with the spill.
- Advise Operations Manager immediately — inform contact person. (Refer to front of Emergency Response Plan - Part B for emergency contact information)

Direct any news media enquiries to Management.

9.1.7 Site remediation

After an incident undertake, in consultation with Baileys Marine Fuels Australia, an assessment of the impact to the incident area to evaluate the need for restoration.

Make good any damage that is directly related to the incident. These may include the road surface, surroundings or drainage systems. Clean the road surface of product to prevent subsequent accidents caused by vehicles skidding or sliding on the product. Notify public utilities such as local telephone authority, electricity supply authority or water board if their property has been damaged so they can affect the necessary repairs. Similarly, make good any damage to signs or notify those responsible for them of the need for repair.

Assure owners of damaged private property such as houses, fences, gardens, motorcars or boats, that their claims for compensation or repair will be promptly and sympathetically handled. However, do not acknowledge any liability. Any employees on the scene should ensure appropriate follow-up action is taken.

If petroleum products have polluted land, it may be necessary to remove impacted soil and replace it to restore the area to its pre-incident condition.

9.2 Fire

9.2.1 Site Fires

Because of the flammable nature of petroleum products, fire is a major potential hazard. The development of a petroleum fire is very rapid and, to successfully control it, emergency procedures must be implemented quickly and effectively.

The first priority is the safety of personnel and the public.

The first few minutes of any fire situation are the most critical. The decision to fight or report the fire can only be based on the individual's ability to extinguish the fire with the equipment IMMEDIATELY AT HAND.

Call the Fire Brigade as soon as possible. If somebody else is available, ask them to contact the Fire Brigade.

If the Fire Brigade is called, they will always attend and ensure that, in the case of a minor fire, a "flare up" does not occur.

In the event of a **MAJOR** fire emergency, the following procedure applies:

- Immediately Stop All Pumps (Activate Emergency Stop).
- Notify the Emergency Services (Fire Brigade and Police).
- Evacuate people to a safe area, upwind of the incident if practical and keep bystanders away.
- If a fire water booster pump is on site, start it.
- If safe to do so, attempt to extinguish the fire pending the arrival of the Fire Brigade. Consider applying cooling water hose sprays to effected storage tanks.
- Ensure clear access for Fire Brigade.
- Advise the Fire Brigade of situation when they arrive on site, assisting as required.
- Switch off the main power switch at the switchboard if appropriate to do so.
- Notify the Operations Manager and implement communication response. Refer to Emergency Response Plan – Part B Emergency Information.
- Keep a log of the incident and the events following.
- Secure records if safe to do so.

9.2.2 Fire action plan & responsibilities

In the event of all fires the following responsibilities and activities apply. Personnel are expected to be familiar with these emergency procedures, responsibilities and carry out drills to ensure readiness in the event of a fire emergency.

Site Manager

- Notify the Fire Brigade immediately, do it yourself or delegate.
- Take charge of the emergency until the Fire Brigade arrives, then provide support to local authorities. Take a handheld two-way radio if available. (DO NOT use in Hazardous Areas where there may be vapours present). DO NOT USE MOBILE PHONES.
- Assist in evacuating personnel, customers or neighbours. Account for all personnel.
- If the Site has a fire pump take a hand held two-way radio if available and proceed to fire pump shed, start engine and pressurise hydrant systems with water
- Proceed to gate and ensure free access to roadway for vehicles leaving Site. Prevent entry of vehicles and people other than Emergency Services..

Tanker Driver

- Disconnect all products loading / discharge hoses and stop all product flow. If possible, move vehicles to a safe area and return to assist in fire fighting.

Other personnel and contractors

- Proceed to Emergency Assembly Area and await instructions.

Out of Normal Business Hours (i.e. Limited Assistance)

- Phone Fire Brigade.
- Evacuate and account for all people on the premises.
- If minor fire, attempt to extinguish if safe to do so.
- Notify the Operations Manager.
- Assist the Fire Brigade as required.

9.3 Product contamination

If a customer identifies product contamination:

- Obtain details of the product and suspected contamination.
- Any injuries or equipment damage.
- Obtain Customer details.
- Advise customer not to use product until notified otherwise.
- Contact the Site Manager or Operations Manager.

If product contamination is found in site or tanker

- Determine the extent of the contamination.
- Isolate tanks, pipelines, and compartments.
- Contact the Site Manager or Operations Manager.
- Contact customers and advise them of the situation and remedial action.

Control contamination by:

- Stopping all deliveries.
- Determine the extent of contamination i.e. when, how, with what, degree of contamination.
- What product has been delivered, how much and to whom.
- Isolate tanks, pipelines, and compartments.
- Contact Operations Manager and get further instructions.
- Develop an immediate action plan.

9.4 Natural disasters

Natural Disasters such as severe storms, bushfires, flooding, earthquakes, cyclones and electrical blackouts can happen with little or no warning.

The Site Manager is to consider:

- Commercial sites;
- Company owned equipment;
- Advising customers what to do; and
- Wharves, jetties, airstrips.

After a natural disaster, unidentified equipment damage (e.g. water ingress) may hamper recommencement of operations. Before starting any effected equipment, inspection from a qualified electrician or mechanic may be required.

Personnel should consider the following advice and contact their local Emergency Services and Operations Manager for specific information:

ELECTRICAL BLACKOUTS

- Gravity filling of tankers is not permitted without a work permit. Emergency generator sets are not permitted within hazardous areas.

SEVERE STORMS

- Listen to the local radio station and comply with emergency services directions.
- Be prepared to follow related procedures for flooding etc.

BUSHFIRES

- If a bushfire is approaching, stop all operations.
- Listen to the local radio station and comply with emergency services directions.
- Consider evacuating all personnel as directed by emergency services.
- After a bushfire, inspect the site for signs of any damage.
- Contact the Operations Manager for advice before recommencing operations.

FLOODING

- If a flood warning is in place, stop all operations.
- Shut all valves, tanks, pipeline, bund,
- If time permits, interceptors are to be cleaned of fuel and sludge and the interceptor valves left open.
- If above ground storage tanks have less than 2 metres of product in them, contact the Operations Manager.
- Tie down or remove all loose objects, e.g. trailers, drums, spill kits. If time is available move records, equipment, etc. to a safe place
- Listen to the local radio station and comply with emergency services directions.

EARTHQUAKES

- Stop all operations.
- Inspect the site for signs of any damage.
- Contact the Operations Manager for advice before recommencing operations.

CYCLONES

- Stop all operations.
- Shut all valves, tanks, pipeline, bund,
- If time permits, interceptors are to be cleaned of fuel and sludge and the interceptor valves left open.
- If above ground storage tanks have less than 10,000 Lts of product in them, contact the Operations Manager.
- Tie down or remove all loose objects, e.g. Trailers, drums, spill kits.
- Listen to the local radio station and comply with emergency services directions.

9.5 Neighbours

Any emergency at a Site may have an impact on neighbours and adjacent properties. Conversely, our neighbours may have an emergency that impacts on the site. It is, therefore, appropriate that all sites individually consider the following:

- Identify the types of neighbours and possible hazards eg. ignition sources, boiler makers and welders, overgrown vegetation, excessive vehicle movements.
- Identify the effects of a site emergency on the neighbours.
- Consider benefits of establishing mutual aid agreements or cooperation with neighbouring companies.
- Keep a telephone contact list of all neighbours (document names and numbers in Emergency Information Section of Emergency Response Plan – Part B).

9.6 Product Soaked Clothing

Product soaked clothing requires special attention due to the risk of ignition present from static electricity or other sources. Care should be taken when removing clothing.

Also skin irritations can develop if petroleum product remains in contact with skin.

It is a wise precaution for personnel handling product to keep spare clothes at the site or in their personal kit in the case of a driver or when traveling to site inspections and audits.

In the event of clothing being soaked with product, the following actions apply:

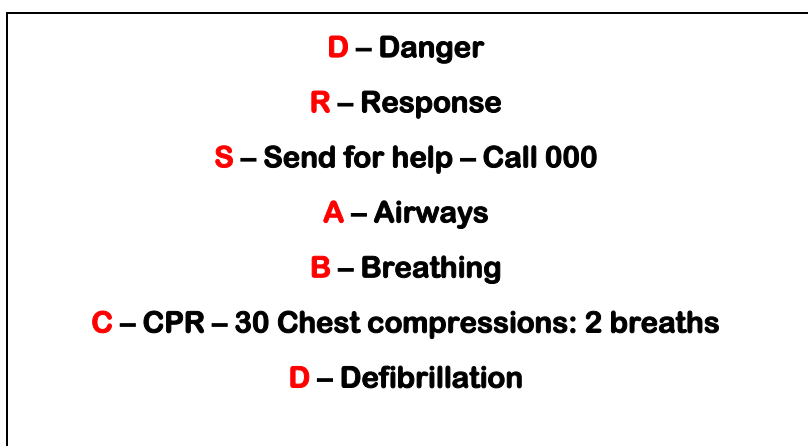
- Keep Ignition sources away (e.g. heaters, cars, smoking).
- Saturate clothing with water and remove it slowly from the person to avoid generating a static charge.
- Wash skin thoroughly with soap and water.
- Seek medical advice.
- Report incident to Operations Manager.
- Effected clothing shall be allowed to dry (i.e. fuel to evaporate) in an area void of ignition sources

9.7 Medical emergency

Personnel are encouraged to be trained in First Aid, specifically a Senior or Level 2 first aider should be available within the Site during normal business hours.

Should an emergency situation arise:

- Protect the safety of yourself and others. Consider the dangers from oncoming traffic, live electrical equipment, fire, confined spaces and low oxygen environments.
- Follow the DRSABCD Action Plan, as shown below, or contained in your first aid kit.
- Phone for medical assistance and provide details of the injured parties.
- If there are multiple casualties, treat unconscious casualties first. Call for assistance from nearby personnel or public.
- Stay with the casualty and monitor vital signs until medical assistance arrives.
- All injuries and accidents must be reported promptly to the Site Manager or Operations Manager.



Serious Accidents and Fatalities

- Contact the Operations Manager or National Manager immediately.
- For serious accidents or fatalities, immediate notification to the state authority and Police will be required.
- Do not disturb the scene of the accident until advised by Police or Authority.

9.7.1 Accident prevention

Accidents requiring medical assistance can occur at any time. Preventing accidents is obviously the most desirable outcome and BMFA place great importance on safe work practices. However, not all incidents are foreseeable and being prepared in the event of a medical emergency can mean the difference between life and death.

This can be achieved by:

- Working towards eliminating or minimising hazards in the workplace.
- Ensuring that safe work practices are followed.
- Providing personnel with first aid training (e.g. Red Cross, St. John Ambulance or other recognised trainers in first aid).

At all manned sites a fully stocked professional first aid kit shall be kept on site, the kit is to be checked during Due Diligence audits.