

Between

THE MINISTER OF CONSERVATION

Licenser

and

FIORDLAND LOBSTER COMPANY LIMITED

Licensee

LICENCE AGREEMENT

THIS AGREEMENT is made this 1 day of December 2015

PARTIES:

MINISTER OF CONSERVATION, as the responsible Minister of the Crown ("the Licensor")

FIORDLAND LOBSTER COMPANY LIMITED, ("the Licensee")

BACKGROUND

- A. The Department of Conservation *Te Papa Atawhai* ("the Department") is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Licensor.
- C. The wharf, pole moorings, and berthage pens facility located at Deep Water Basin, Fiordland, is owned by the Crown and under the control and management of the Department and abuts the Fiordland National Park, which is administered by the Department.
- D. The Licensee wishes to use the wharf, pole moorings, berthage pens facility, together with the adjacent area of land known as the 'hard area' that is located within the Fiordland National Park, as specified in Schedule One and the attached Plan ("the Facilities").
- E. The Licensor agrees to grant the Licensee a licence to operate the commercial berthage facility on the terms and conditions set out in this Agreement.
- F. The Licensor agrees to grant the Licensor shared use of the wharf.
- G. The Licensor agrees to undertake the management functions as set out in this Agreement.
- H. This Agreement is made pursuant to section 33W(2) of the Maritime Transport Act 1994 and section 51A of the National Parks Act 1981.

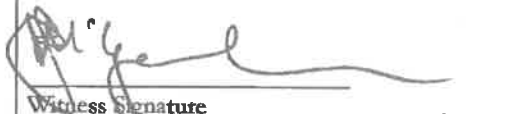
OPERATIVE PARTS

- I. In exercise of the Licensor's powers under the Maritime Transport Act 1994 and the National Parks Act 1980 the Licensor Grants to the Licensee a licence to carry out the Licence Activity on and over the Facilities subject to the terms and conditions contained in this Agreement and its Schedules.



SIGNED by the Minister of Conservation
Hon Maggie Barry:



in the presence of:


Witness Name: R. McCroem-Wilson
Witness Occupation: Private Secretary
Witness Address: 57 Rangiora St
Wellington

SIGNED for Fiordland Lobster Company
Limited by:


Mark Stephen Pugh
Director
Name: John Steffens


Director
Name:

SCHEDULE 1 TERMS AND CONDITIONS

1. **Land:**

As marked on the attached survey plan in Schedule 3 being:

Physical Description/Common Name: Deepwater Basin, Milford Sound/Piopiotahi

Land Status: part National Park; part Coastal Marine Area

Area: approximately 7000m²

Legal Description: part Fiordland National Park; part Coastal Marine Area

2. **Facilities:** All of the existing Crown commercial berthage facility located at Deepwater Basin, Milford Sound/Piopiotahi, consisting of 30 berths along pens, a five-pile mooring together with the wharf and an adjacent area of 6660m² of land known as the 'hard area' ("the hard") that is located within the Fiordland National Park. (As particularly shown in Schedule 3.)

3. **Licence Activity:** In consideration of the various obligations assumed by the Licensee hereunder, the Licensor grants to the Licensee:

The commercial berthage facility

- a. a licence during the Term to use the commercial berthage facility located at Deepwater Basin, Milford Sound: consisting of 30 berths along pens and a five-pile mooring; for the purposes of operating the commercial berthage facility pursuant to this Agreement;
- b. the authority to sublicense the berths at the commercial berthage facility pursuant to this Agreement;
- c. the authority to manage casual berthage and recreational berthage at the commercial berthage facility pursuant to this Agreement;

The wharf

- d. shared use of the wharf for the purpose of loading and unloading of cargo. Such use of the wharf shall not be for any longer than is necessary to load or unload goods, gear, fuel or people; and

The hard

- e. the authority to undertake management responsibilities (as defined in this Agreement) concerning the wharf and 6660m² of land adjacent to the wharf that is commonly known as the 'hard area'.

These rights are strictly conditional upon full compliance by the Licensee with the terms and conditions set out below.

The grant of shared use rights over the wharf does not prevent the Minister or the Department from providing the same or similar use rights over the wharf to third parties and the Licensee shall have no right to compensation in respect of any issue of such other rights.

The Parties agree and acknowledge that the wharf shall remain open to the public, except as otherwise provided under this Agreement.

This Agreement does not confer any right on the Licensor to undertake any "activity" (as defined in section 2 of the Conservation Act 1987) on land administered by the Department of Conservation.

4. **Definitions:**

Commercial berth facility: means all of the existing Crown commercial berthage facility located at Deepwater Basin, Milford Sound/Piopiotahi, consisting of 30 berths along pens and a five-pile mooring.

The wharf: means the existing Crown wharf located at Deepwater Basin and abutting the Fiordland National Park.

The hard: means the 6660m² area of land adjacent to the wharf and located within the Fiordland National Park, and commonly known as the 'hard area'.

Casual Berthage: Any vessel moored up at a pen for longer than 3 hours or any vessel using the wharf is deemed to have used the facilities on a casual basis. Casual berth use allows for the use of a pen and/or the wharf.

Recreational Berthage: Any vessel moored up at a pen and/or using the wharf for a period not longer than 3 hours is deemed to have used the facilities on a recreational basis. Recreational use allows for use of a pen and/or the wharf.

5. **Term:** From the date of signing this Agreement until 30 June 2026.

6. **Renewal:** Not applicable

7. **Licence Fee:** The Licensor shall recover all fees payable for allocated berth space (both permanent berthage and casual berthage) and shall forward 7% of all such fees collected (gross) to the Department annually on the date of signing this agreement.

The remainder of the fees recovered by the Licensor shall be held by the Licensor on trust and applied pursuant to this Agreement. The Licensor shall apply such fees, as a matter of priority, to the upkeep of the Facilities to ensure that they remain in good repair, appearance and condition. The Licensor is entitled to retain a portion of the fees recovered as is reasonable and necessary for the purposes of managing the Facilities, including all obligations under this Agreement.

The Licensor shall invoice the Licensee annually for the costs associated with any necessary resource or building consent (including any coastal permit or similar) for the Facilities and/or any Engineering Report commissioned by the Department for the Facilities. Such costs shall be payable by the Licensee on the 20th of the month following receipt of the invoice.

If the Licensee fails to pay any fees payable to the Licensor under this Agreement then the Licensee is to pay interest on any unpaid fees at the penalty interest rate of 1.25% pa above the then current base commercial lending rate of the bank of the Licensor.

8. **Licencee Obligations:** In carrying out the Licence Activity the Licensee shall:

Sub Licence

a. manage the allocation of permanent berthage and collect the fees thereto;

Manage Casual Berthage and Recreational Berthage

b. manage on a daily basis the allocation of unallocated berth space to transient vessels to the Facilities (both casual berthage and recreational berthage) and collect any fees for such use;

Maintain the Facilities

- c. maintain the wharf, pole moorings and berthage pens facility in good repair, appearance and condition to the satisfaction of the Licensor, including as required by any applicable consent. The Environment Southland Coastal Permit No.202922 applicable at the date of entering into this Agreement is outlined in Schedule 4;

For the avoidance of doubt, this includes any maintenance that is required as a result of any unforeseen event and/or considered by any Maintenance Plan that might be agreed to between the Parties. It is anticipated that the Parties will meet to consider the preparation of a Maintenance Plan (to be agreed between the Parties), and that such a Maintenance Plan may include significant maintenance works.

- d. obtain the Licensor's consent before undertaking any significant repair or maintenance works, otherwise than in accordance with any approved Management Plan, on or at the Facilities. Such consent shall not be unreasonably withheld.
- e. be responsible for the costs associated with maintaining the Facilities under this Agreement. For the avoidance of doubt, this includes any costs incurred by the Department for any necessary resource or building consent (including any coastal permit or similar) for the Facilities and/or any Engineering Report (noting that the Department will retain ownership of any such consent or report);
- f. exercise reasonable skill, care and diligence in carrying out the Licence Activity, in accordance with standards of skill, care and diligence normally practiced by suitably qualified and experienced people carrying out such activities.

Alterations

- a. not carry out any renovations or alterations to the Facilities, other than minor repair or maintenance work that is reasonable and necessary, without obtaining the prior written approval of the Licensor.
- b. ensure that any subsequent alterations and/or additions to the Facilities are carried out under the supervision of the Licensor and to his satisfaction.

Manage the Hard

- g. undertake the day-to-day management of the land adjacent to the wharf that is commonly known as the 'hard area', including maintaining the access road (causeway) contained within the hard area to a safe and reasonable standard; ensuring compliance with any authorisations issued by the Department; and reporting on any matters of interest to the Department;

Monitor and Record Keeping

- c. keep accurate records and report annually or on request to the Department on the use and operation of the Facilities, including the allocation of casual and permanent berthage, the dates vessels berthed (along with vessel names and address), together with a record of the fees recovered and the moneys expended on maintaining the Facilities pursuant to this Agreement;
- d. monitor the Facilities and report any damage or deterioration of the Facilities to the Department that is noted during the Term;
- e. advise the Department within twenty-four (24) hours of any damage to the Facilities, whether that damage is caused by the Licensee or otherwise, and of any natural events or activities in the surrounding area affecting the Facilities which may endanger the public or the environment; and
- f. report on an 'as appropriate' basis on matters of interest to the Department concerning the use and operation of the Facilities generally.

9. **Day-to-day Management of the Hard Area:** In undertaking the day-to-day management of the hard area and further to the obligations described above, the Licensee shall ensure that:
- a. no occupation of the hard area is allowed without the direct permission of the Department, including any concession application under the Conservation Act 1987;
 - b. shared use of the causeway and the hard area, without the otherwise express permission of the Department, is limited to the temporary activity of transferring fish, and the parking of any light vehicle (only) associated with crew transport and vessel servicing;
 - c. no transiting of fare paying passengers to the National Park is allowed at the wharf or berth structures, without the express permission of the Department or as authorised by a concession under the Conservation Act 1987; and
 - d. public access is maintained, except as otherwise provided under this Agreement.

The Licensee is responsible for the acts and omissions of its employees, contractors, agents, clients, sub licensees and invitees (excluding members of the public accessing the Facilities). The Licensee is liable under this Agreement for any breach of the terms of this Agreement by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Facilities), as if the breach had been committed by the Licensee.

The Licensee shall be liable for any damage to the Facilities caused by any vessel authorised by the Licensor to use the Facilities.

The Licensor may repair any damage to the Facilities or undertake any necessary maintenance work on the Facilities and recover such costs from the Licensee, if the Licensee fails to undertake the necessary maintenance works in a timely manner and/or in accordance with any agreed Maintenance Plan.

Failure to meet the Licensees obligations under this Agreement to the satisfaction of the Minister's representative is a breach for which the Licensor may terminate this Agreement in accordance with clause 23.

10. **Allocation of berth space:** The Licensee must allocate berth space on the following basis:
- a. Of permanent berth allocation: the Parties agree that permanent berth allocation shall be permitted by sub-licence on the terms and conditions as set out in Schedule 5;
 - b. Of casual berthage: subject to suitable space being available, the Licensor agrees to allow the casual use of pens and/or the wharf. Casual use of the any pen and/or the wharf shall not be for any longer than is necessary to load or unload goods, gear, fuel or people. No vessel may be left unattended at the wharf;
 - c. Of recreational berthage: subject to suitable space being available, the Licensor agrees to allow the recreational use of pens and/or the wharf. Recreational use of any pen and/or the wharf shall not be for any longer than is necessary to load or unload goods, gear, fuel or people. No vessel may be left unattended at the wharf;
 - d. Of transient operators seeking casual berthage space: fishing vessels have priority over other vessels;

- e. Of public users seeking recreational berthage: transient operators shall have priority over recreational users;
- f. In allocating space recognition shall be made of the vessel size and the space available taking into account that some berths are deeper than others; and

These conditions are subject to the policies of the Department and may be subject to change. Any proposed changes proposed would be discussed with the Licensee.

Vessels may be declined access on the basis of vessel size, space availability, previous bad debts, weather or other conditions prevailing at the time.

A berth may be allocated and occupied by more than one vessel if it is considered desirable and possible to do so in the prevailing circumstances.

- 11. **Use of Facilities:** The Licensee shall not sell any food, beverage or other merchandise while alongside the Facilities, or carry on any retail trade on any part of the Facilities without first having obtained permission from the Licensor.

The Licensee shall not use any engine or vehicle on, over or across any part of the Facilities or land under the control of the Licensor for the purpose of discharging or loading or handling cargo that exceeds the weight capacity loading as specified in any notice on the Facilities that is issued by the Department.

The Licensee is prohibited from stemming (bow loading) at the Facilities.

The Licensee uses the Facilities at its own risk and the Licensor does not warrant that the Facilities are suitable for the Licensee's purposes.

The Licensee shall cause every vessel authorised to berth at the Facilities under this Agreement to be contractually bound to have a current Certificate of Survey, or any equivalent safety measure replacing that.

- 12. **Permanent berthage fees:** The Licensee is liable for the applicable permanent berthage fees (as set in agreement with the Department and subject to change any time during the Term). As at the signing of this Agreement the fee for each berth is \$1200.00 GST exclusive annually, payable at the 30th June of each year.
- 13. **Casual berthage fees:** The Licensee is liable for the applicable casual berthage fees (as set by in agreement with the Department and subject to change at any time during the Term) whether tied off to a pile or wharf structure or tied off to any vessel tied off to any pile or wharf structure. As at the signing of this Agreement the fee is \$30.00 GST inclusive per vessel per day (measured midday to midday). The Licensee agrees that \$5.00 from each casual use fee shall be paid to Milford Sound Power Limited (or its successor) for the provision of casual power usage.
- 14. **Recreational berthage fees:** No fees are payable for recreational use of the Facilities, including recreational berthage.
- 15. **Review of fees:** The berthage fees may be reviewed annually at the beginning of each financial year commencing on 1 July each year during the Term, or as otherwise determined by the Parties. The parties agree to use their best endeavours to agree on any change to the berthage fee. Failing agreement, the Licensor's decision on any new fee is final.

The Licensee may apply to the Licensor at any other time to review the berthage fee by giving the Licensor notice in writing, which shall include any proposed increase in the berthage fee and the reasons for it. The parties agree to use their best endeavours to agree on any such change to the berthage fee. Failing agreement, the Licensor's decision on any new fee is final.

The Licensor and the Licensee agree that the Licensee will only charge total berthage fees equal to the Licensee's total costs of maintaining, insuring and administering the Facilities. The Licensor's agreement to any increase in berthage fees so that the Licensee, acting reasonably, can recover such costs, will not unreasonably be withheld.

Should bylaws or regulations under any enactment relating to the payment of fees for the use of the Facilities come into force, the clauses in this Agreement relating to the payment of fees shall cease to have effect and the applicable bylaws or regulations shall apply.

16. **Inspection:** The Department may inspect the Facilities at any time to verify the accuracy of the Licensee's records and to ensure the Licensee's obligations are being properly complied with.
17. **Environmental Care:** The Licensee agrees to take all care to ensure no adverse effects on the environment or to the general public or to the sewage system occur. Such obligations include:
 - a. The Licensee shall not discharge, land, deposit or store any noxious or hazardous substance within the meaning of the Hazardous Substances and New Organisms Act 1996, or any bulk cargo, ballast, coal, petroleum, or other fuel on the wharf without the permission of the Licensor;
 - b. The Licensee shall ensure that any permitted loading or unloading of any hazardous substance from a vessel onto the Facilities shall be within an appropriate and waterproof container;
 - c. The Licensee shall not introduce and shall use its best endeavours to ensure no employees, contractors or invitees introduce any exotic flora and fauna into the park and comply with the Biosecurity Act 1993;
 - d. The Licensee will from time to time remove and take away or cause to be removed and taken away all refuse in accordance with the directions of the Licensor subject to the requirements of any local authority having jurisdiction in the matter;
 - e. The Licensee shall not take and shall use its best endeavours to prevent any employees, contractors, invitees, berth holder or any member of the public from taking into Fiordland National Park any dogs, cats, birds or other animals without the prior approval of the Department;
 - f. The Licensee shall not discharge sewerage or galley waste into the sea while alongside the Facilities, irrespective of whether a holding tank is present on the vessel or not, and holding tanks shall not be discharged or flushed into the sea while alongside or in the vicinity of the Facilities; and
 - g. For the purpose of preventing the migration of vermin from ships, the Licensee must, if required by the Department, require that all vessels using the Facilities affix and keep affixed to every rope or hawser connecting the vessel with the wharf, a metal disc of a size and pattern to the approval of the Department.
18. **Health and Safety Plan: Required.** The Licensee must follow and adhere to the Health and Safety Plan attached at Schedule 2 (and/or as required by the Department).

Known hazards on the Site: The site is, at times, a busy fishing and adventure tourism port. Vehicles often operate with limited visibility and diverse manoeuvrability. Related activity such as gear storage and maintenance or construction activity is often present. The wharf and berths are often slippery and the berth pen walkways are narrow. Operate with caution in all open outdoor spaces.

When inspecting and dealing with sewage issues the contractor is to take all necessary precautions in dealing contaminated areas including the wearing of suitable protective clothing.

Note both the suffocating and often nauseating nature of organic fumes that can settle above contained sewage waste. Activities involving the removal of the inspection lid on the septic tank or on the cap on the riser from the effluent pumping tank are to be conducted in the presence of other persons.

No person is to place themselves within the riser to the pumping tank without breathing masks or apparatus suitable for organic fumes and body restraint devices in place. If there is any possibility of the person ending up in the tank and incapacitated, lifting devices must be in place and person or persons capable of executing a rescue and after event care on hand to do so.

Hazards identified by the Contractor are to be notified to the Department as soon as possible with measures as appropriate being taken by the Contractor to manage the hazards in the interim.

19. **Oil Spill Response Plan:** The Licensee must follow and adhere to the Oil Response Plan attached at Schedule 2 (and/or as required by the Department).
20. **Indemnity/Insurance:** The Licensee must indemnify the Licensor against all and any action claim injury damage or loss which may arise in any manner whatsoever in respect of any act or omission of the Licensee, its employees, contractors, sub licensees, invitees or otherwise as a result of the use of the Facilities, and will forthwith take out and maintain during the continuance of this Agreement in the names of the Director-General of Conservation and the Licensee with an approved insurance company a public liability policy for not less than \$1,000,000. The indemnity shall continue after the expiration or other determination of this Agreement in respect of any act or omission of the Licensee before the expiration or determination of this Agreement.

The Licensee shall take out and maintain all licences and authorisations as may be necessary for the proper conduct of the Licence Activity under this Agreement, and shall comply with the provisions of the National Parks Act 1980, the Maritime Transport Act 1994, the General Harbour (Ship, Cargo and Dock Safety) Regulations 1968, the Health and Safety in Employment Act 1992 and every other law statute rule regulation and bylaw now and hereafter in force that relate to the Licence Activity under this Agreement, and will observe and comply with the relevant provisions of any Conservation Management Strategy and the Fiordland National Park Management Plan (or similar) that may be operative.

21. **Notices/Information:** The Licensee shall comply with all reasonable notices and directions of the Licensor, or any duly authorised officer of the Department, concerning the activities conducted by the Licensee under this Agreement, or the conduct of any person under the authority of this Agreement.

All information relating to this Agreement is subject to the Official Information Act 1982. The Licensee shall refer all requests for official information it receives to the Licensor immediately upon receipt of the request, and the Licensor shall treat such information as subject to the Official Information Act 1982.

22. **Disputes:** Any dispute or difference between the parties concerning this Agreement will be dealt with by the parties using their best endeavours to bring about a speedy resolution of such differences, including the use of informal dispute resolution techniques such as mediation. All disputes and difference between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or failing

that to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any other statutory provisions relating to arbitration.

23. **Suspension/Termination:** The Licensor reserves the right to terminate or suspend this Agreement in accordance with this clause.

The Licensee may terminate this Agreement either in whole or in part:

- a) by 14 days notice to the Licensee if any money payable to the Licensor under this Agreement is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- b) by 14 days notice to the Licensee or such sooner period as it appears necessary and reasonable to the Licensor if:
 - (i) the Licensee breaches any terms of this Agreement and in the Licensor's sole opinion the breach is able to be rectified; and
 - (ii) the Licensor has notified the Licensee of the breach; and
 - (iii) the Licensee does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Licensor; or
- c) by notice in writing to the Licensee where the Licensee breaches any terms of this Agreement and in the sole opinion of the Licensor the breach is not capable of being rectified; or
- d) immediately by notice in writing to the Licensee where the Licensee breaches the Health and Safety or Indemnity provisions in this Agreement; or
- e) by notice in writing to the Licensee if the Licensor ceases to conduct the Licence Activity or, in the reasonable opinion of the Licensor, the conduct of the Licence Activity is manifestly inadequate; or
- f) by notice in writing to the Licensee if the Licensee is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Licensor's sole opinion affects or relates to the Licence Activity; or
- g) by notice in writing to the Licensee if the Licensee is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Licensee is made subject to a Writ of Sale or charging order; or the Licensee ceases to function or operate; or
- h) immediately if there is, in the opinion of the Licensor, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire. The Licensor may exercise its power to terminate under this sub clause (h) without giving notice.

Failure by the Licensee to ensure that every vessel authorised to berth at the Facilities under this Agreement has a current Certificate of Survey (or any equivalent safety measure replacing that) will be deemed a breach of this Agreement.

A breach or contravention by the Licensee of the;

- a. legislation affecting or relating to the Facilities or the Licence Activity under this Agreement; or
 - b. any relevant Conservation Management Strategy, National Park Management Plan or General Policy Statement (or similar); or
 - c. any condition of any applicable consent, including the Coastal Permit attached at Schedule 3:
- will be deemed to be a breach of this Agreement.

The Grantor may exercise the Grantor's right under this clause to terminate this Agreement notwithstanding any prior waiver or failure to take action by the Licensor or any indulgence granted by the Grantor for any matter or default.

The Licensor may suspend this Agreement for such a period as the Licensor determines upon giving the Licensee one months notice in writing.

The Grantor is not to be liable to the Licensee for any loss sustained by the Licence by reason of the suspension of this Agreement.

Termination of this Agreement is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

In addition to the fees payable on issue of this Agreement, the Licensee shall also pay the costs of the Licensor in enforcing or attempting to enforce his rights and powers under this document if the Licensee is in default or breach of this Agreement.

24. **Closure of the Facilities by Licensor:** The Licensor does not accept responsibility for keeping the Facilities open and the Licensee shall comply with all closure notices.

The Licensor reserves the right to temporarily or permanently close any part of the Facilities without notice where necessary if in the opinion of the Licensor (acting through the Department) there is a risk to public safety to users of any part of the Facilities, or where the Department wishes to undertake maintenance or repair of any part of the Facilities.

The Licensee may request the Licensor to provide the reasons for such a closure. During any period of temporary or permanent closure of any part of the Facilities the Licence Fee payable by the Licensor shall abate in fair proportion to the loss of ability over the length of time the suspension applies for.

25. **Emergency use:** Nothing in this Agreement shall be construed as to prevent a vessel using these facilities in an emergency where the safety of people is concerned. If safety of vessels or property is concerned then the first priority is to protect the assets and operation of the Facilities and the environment. The shallow berth 15B may be a suitable place to moor a stricken vessel if no other alternatives are available.

26. **Notices:** Any notice required to be given to the Licensee may be served on the Licensee by delivering or posting the same by registered letter to the Licensee's last known address in New Zealand or in the case of a body corporate sent to its registered office.

Address for notices:

- a. **Licensor:** Department of Conservation, Fiordland District Office, Lakefront Drive, Te Anau 9600;
- b. **Licensee:** Fiordland Lobster Company, 17 Caswell Road, Te Anau 9600.

SCHEDULE 2 SAFETY PLAN MANAGEMENT REPORT

Reporting Line:	Site:	Workshop/Wharf/Depot:	Location:																								
Person Responsible:	Start Date:	OS 1st 2015	Deepwater Basin, RC Depot/Fishing facilities																								
Description of Work:	Review Date:		08 Jul 2015																								
<p>General Comments on Safety Plan:</p> <p>The site is, at times, a busy fishing and adventure tourism port. Vehicles often operate with limited visibility and diverse manoeuvrability. Reduced activity such as gear storage and maintenance or construction activity is often present. The wharf and berths are often slippery and the berth own walkways are narrow. Operate with caution in all open outdoor spaces. Expect the unexpected!</p>																											
<p>Emergency Plan</p> <p>Allied Petroleum Ltd – Tier 1 Oil Spill Response Plan for fixed facility operations at Deepwater Basin, Milford Sound</p> <p>Emergency Contacts Mark Psychers/Port Depot Manager 08 249 8093</p>																											
<p>OSH Notifiable Work (if applicable):</p> <p>Permit to Work (if applicable) Resource Consents, Licence Concession</p>																											
<p>Approval Signatures</p> <p>Person Responsible: Mark Psychers Signed: _____ Date: _____</p> <p>Manager: Alan Buckner Signed: _____ Date: _____</p>																											
<p>Hazard Management</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">ID</th> <th style="width: 30%;">Hazard Title</th> <th style="width: 25%;">Hazard Description</th> <th style="width: 20%;">Management Controls</th> <th style="width: 20%;">Minimum Competency</th> <th style="width: 20%;">Local Controls</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">General</td> </tr> <tr> <td></td> <td>Adverse weather (rain, cold, storm)</td> <td>Wet, cold, gale rain (spraying), lightning storm, hail, hypothermia, frostbite</td> <td>Prepare for adverse weather and systems to monitor staff.</td> <td>Person is competent to work in a variety and in extremes of weather conditions. Ensure staff are educated and briefed on symptoms of hypothermia</td> <td>PPE adequate for weather conditions</td> </tr> <tr> <td></td> <td>Adverse Weather (Sun, Heat)</td> <td>Exposure to direct sunlight/SV. Heat exhaustion. Dehydration/hypohydratmia.</td> <td>Staff awareness of environment.</td> <td>Person must be competent to work in a variety of weather conditions, including extreme conditions. Ensure staff are educated and briefed on symptoms of both: hypothermia, hypohydratmia, and dehydration before leaving the office.</td> <td>PPE and kit should contain sunscreen.</td> </tr> </tbody> </table>				ID	Hazard Title	Hazard Description	Management Controls	Minimum Competency	Local Controls	General							Adverse weather (rain, cold, storm)	Wet, cold, gale rain (spraying), lightning storm, hail, hypothermia, frostbite	Prepare for adverse weather and systems to monitor staff.	Person is competent to work in a variety and in extremes of weather conditions. Ensure staff are educated and briefed on symptoms of hypothermia	PPE adequate for weather conditions		Adverse Weather (Sun, Heat)	Exposure to direct sunlight/SV. Heat exhaustion. Dehydration/hypohydratmia.	Staff awareness of environment.	Person must be competent to work in a variety of weather conditions, including extreme conditions. Ensure staff are educated and briefed on symptoms of both: hypothermia, hypohydratmia, and dehydration before leaving the office.	PPE and kit should contain sunscreen.
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Slips, trips & falls

Working on wharf, berths and vessels
Appropriate PPE. Non slip footwear
Working areas kept clear of loose mats and water hoses

Vehicle/Plant management

Risks to safety of visitors in the workplace -
falls, trip injury, other bodily injury, etc.
Dealing with emotional people.

Competent use of traffic and dealing with people
Site inductions

**Working in and around
construction**

Moving plant and machinery, power tools,
stores of material. Falling into holes.
Grates and cuts to hands and knuckles from
slipping with tools. Reaching for falling tools
can result in
overreaching/falling. Backstrain from
lifting.

Appropriately trained in the establishment and
maintenance of health & safety at construction work
sites.

Electrical equipment

Electricity, tools, cuts (broken wires or
light bulbs)

Repair or replace any faulty or worn lead/equipment.
Electrical equipment and cords are tested by a competent
person as per Electrical Safety Guidelines

Manual handling

Spains and sprains. Straining. Slips, tripping,
compression.

Seek alternatives to manual lifting/handling. High yaws.
Manual handling training recommended.
Staff are suited to the tasks and do not have serious
disabilities. Familiar with principles of the Ocker or
Practice for Manual Handling

Working at heights

**Work at Height - Scrolling
uses**

Back injury, being hit by unsecured objects
on scaffold or in vicinity. Fall from
scaffolding. Scaffolding failure

Guys rails in place around top of scaffold. Emergency
plan to be developed prior to work commencing, with
rails and first aid kit at construction site. A minimum
of 2 trained and competent operators must be at the
site. If everyone else not trained and competent,
induction and supervision of each person using the
equipment to meet the site/job requirements from a
person trained and competent with a minimum ratio of
2:1. All equipment needs to be inspected, tagged,
maintained and certified as per manufacturer's
guidelines and industry standards. See the Working at
Heights Technical Document for more information.

AS/NZS 15757 Use, install and dismantle
proprietary fall arrest systems when working at height;
23223 Use a safety harness for personal fall prevention
when working at height; and 9324 Erect and dismantle
non-movable prefabricated frame scaffolding up to
five metres in height.

**Work at Height - Use of
Ladders**

Fall, serious injury (hand or chest), or
fatality

Unsecured FLO's standard operating procedures
around heights and ladder use. Ladder to be in sound
condition, to AS/NZS 1892 and 1895 as such. Step
Ladders comply with AS/NZS 1892.1, 1895 and

Trained in safe use of ladders. If not yet trained and
competent then work under supervision.

Work at height on roofs	Maintaining or painting roofs while working at height where there is a risk of a fall, risk of fall, serious injury or fatality	Whitfield as usual	All staff understand and implement the requirements of the SOP. Contact gear is purchased and maintained. Competent workers are assigned to the task.	All staff using work positioning ropes must be trained and competent in the use of them according to department procedures.
Working from height	Fall from scaffolding, structures, ladders or slippery surfaces causing harm.	Ensure staff have knowledge and understanding of relevant working at height procedure. All equipment needs to be inspected, tagged, maintained and retired as per manufacturers' guidelines and industry standards. Ensure team leader appointed.	NZQA Unit Standards 5757 Use, install and establish proprietary fall arrest systems when working at height and 2329 Use a safety harness for personal fall prevention when working at height. Demonstration of skills completed with a three-year time frame by a qualified trainer or provider.	
Hazardous Substances	Springs, Confined space, Absorption, Inhalation or ingestion, Chemical reactions, Fire, Burns.	Follow manufacturer instructions	Refer to the specific Work at Height SOP relevant to the work you are undertaking for full requirements for that work.	Refer to the specific Work at Height SOP relevant to the work you are undertaking for full competency requirements for that work.
Hazardous substance storage	Lifting heavy weights, Spillage, Absorption, Inhalation or ingestion, High shelves / confined space, Chemical reactions, Fire, Burns.	To be stored securely when not in use. Segregation of packages of hazardous substances. All containers clearly and appropriately labelled. Follow storage clean up procedure as shown on spill chart in poison store & use spill response kit. No smoking. Dry powder extinguisher	Approved Handler required for some substances. Consider manual handling training	Allied Fertilisers Ltd - Tier 1 Oil Spill Response Plan for fixed facility operations at Deepwater Basin, Milford Sound
Hazardous substance transport	Lifting heavy weights, Spillage, vehicle accident or breakdown, Chemical reactions, Fire, Burns.	Refer to substance specific SOP for rules on transport. Carry a suitable fire extinguisher in vehicle. Have written emergency procedure covering all hazardous substances on the vehicle readily accessible at all times. Refer to MSDS if appropriate.	Approved Handler required for some substances. Drivers or operators to demonstrate familiarity with the dangers of the substances carried, procedures for their safe loading, handling and storage on the vehicle and the emergency procedures. Consider manual handling training.	
Flammables use	Poison and fire	Ensure all MSDS controls are in place. Accumulation of flammables could trigger MSDS requirements such as Toxic Location Certificate or Hazardous Atmosphere Zone, etc. Write Material Safety Data Sheets as applicable.	Approved Handler if amount held triggers this requirement, otherwise competent in use.	

Painting work

Inhalation of chemical fumes. Skin or eye exposure to toxic chemicals. Fire or explosion from fumes buildup. Poisoning from lead paint. Dust inhalation. Fall from height.

Work at heights ODF and guidelines followed if relevant. Staff are aware

In house instruction prior to any notice carrying out painting or painting preparation. Assessment by competent operator. Height competency requirements met.

Portable fuel containers/overhaul use

Fuel splash, fuel burner back, ignition of fuel whilst filling fuel container. All resulting in burns. Direct sunlight on any fuel can containing fuel will naturally cause internal expansion that causing a sudden gush when the top is opened (release of compressed air)

All metal fuel dispensing cans should have a built-in flash arrester. All 2 stroke containers and jerrycans will be painted blue, red for petrol, yellow for diesel. Include additional clearly visible identification

Aliased Petroleum Ltd - Tier 1 Oil Spill Response Plan for fixed facility operations at Deepwater Basin, Millford Sound

Competent person. Correct handling and storage procedures of cans should be covered during training

Solvent use

Displacement of oxygen and build up of flammable fuel/air vapour fumes

Expire work areas are well ventilated. Test Local or Certificate may be required. Refer to relevant MSDS as appropriate.

Approved handler may be required for some substances.

Rubbish & Cleaning

Cleaning - building and toilets

Bacteria exposure, disease. Concentrated chemicals. Slippery floors. Burns from hot water and chemical cleaning products. Electric shock. Cleaning solution fumes. Overexposure/splashes of cleaning solutions.

Only MFI approved chemical compounds to be used. Chemicals to be stored securely when not in use. Chemicals to be used in accordance with manufacturers and company specifications.

Staff to have been inducted into the work. PPE provided

Facilities handling

Sharp objects. Heavy bags.

Net or tarpaulin to be used to contain rubbish as use when transporting

Competent person

Hand Tool Use

Workshop equipment/hand held power tools

Cutting, electrocution, entrapment, hearing damage, eye injuries, dust inhalation

Annual check of all appliances cords and RCDs. All equipment safety features are to be in place and used. Use all equipment in accordance with manufacturers specifications.

Trained to relevant standard and assessed as competent. Monitor inexperienced personnel.

Handbook use

Use of variety of handtools including manual/electric screwdrivers, hammer, gubber etc. Heavy objects. Flying objects. Extended use (loss of control). Sharp blades/objects. Impacts, entrapment. Vibration. Public access.

Correct changing procedure used and tools maintained regularly checking for loose heads on axes, blades, gubbers etc. Where necessary, warning signs in area of operations where public have access. Ensure best practice guidelines are followed

Competent in use, i.e. completed the required training for the task or use of equipment, and/or assessed as competent by supervisor

Bench and hand grinder use

Loose bench, weld, angle and disk grinders. No loose clothes, long hair etc. guards to be fixed at all times. Inspect before using. Follow manufacturers specifications.

Trained in use, to with standards 12598 and or 13050 or similar.

Potential effects include noise, flying sparks, burns, heat transfer, grabbing, dust in eyes or mouth, hot back, entanglement with moving part and wheel disintegrating causing severe or fatal laceration, knocked, bumped by other people.

Compressors air use

Air operated tools used to whittle, clean machinery, clear matter from benches and cut material.

Tool connections and hoses to be checked before use. Compressor must be left to drain overnight with the outer valve left open to drain condensate. All attachments operated by compressed air must be used in compliance with the manufacturers specifications.

Competent/trained person, and supervisor instruction. Trained in unit standard 13050 or similar.

Welding work

Fumes/dust inhalation/eye damage. Poisoning by ingestion or other exposure. Oxygen depletion.

Ensure Worksafe Guidelines is followed. Welding safety assessment and hot work permit in place.

Relevant training to NZQA unit standard, or supervised by someone who is trained

Water blaster use

Use of water blaster to clean surfaces, unblock drains and wash vehicles.

Water blaster to be used in accordance to operation manual.

Supervisor instruction

Machinery plant & Vehicle use

Forklift Use

Crushing from reversing of load or being involved over by reversing of forklift. Carbon monoxide poisoning

Use in accordance with Safety facts and manufacturers specifications, including approved attachments. Ensure well maintained. Operators are competent

Forklift operators certificate / training in accordance with Code of Practice. Refresher re recommended every 3 years. Enclosures on drivers license required if operating on road.

Generators/pump use

Faulty power points or damaged tool. Burn from exhaust. Spill of steam from fitting. Flammable gases due to leaks. Fire. Electric shock. Fire. Carbon monoxide poisoning

Isolating transformer, or circuit breaker/MCO to be used. Maintain electrical equipment. Refer to the AS/NZS standard

Competent person

Trailer use

Severely harm from loss of traction; manoeuvrability if load too heavy or coupling coming loose. Springs, streams, crushing while loading.

Ensure tow ball connections are consistent. Tag ball with appropriate size. Fit with warning labels to the immediate vicinity of the tow ball indicating the maximum towing capacity of the vehicle. Trailers are clearly marked on the draw bar with the tare

Staff are in charge of trailer use
Weights, induction and assessment completed. All staff who use trailers, and their supervisors, are to be fully briefed in the technical document.

Vehicle use - general

Loss control of vehicle, collision. Driving into water at speed, brake failure. Fatigue. Goods moving inside the vehicle causing injury. Fire - operating in smoke. Inadequate safety with lights and siren.

All vehicles to have a first aid kit. Fire extinguishers must be carried in vehicles during the fire season and must also be carried in vehicles carrying hazardous substances

Appropriately licensed. Recommended Advanced Driver Training (mandatory training) where it may be appropriate. Read and understand the policy on the use of departmental vehicles and the safe driving policy. Those driving under lights and siren are appropriately trained

Watch out for road hazards. During winter months particularly look out for black ice.



**Allied Petroleum Limited
Tier 1 Oil Spill Response Plan for
Fixed Facility Operations
Deepwater Basin, Milford Sound**

August 2014

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Title:

ALLIED PETROLEUM LIMITED
Site Marine Oil Spill Contingency Plan for Fixed Facility Operations
Deepwater Basin, Milford Sound, New Zealand

Purpose and Policy

The purpose of this document is to describe in detail the systems whereby there is a planned response in place in case of any emergencies that relate to spillage of oils and hydrocarbons from the **ALLIED PETROLEUM LIMITED** Fixed Facility Operation that is liable to pollute the marine environment. Part 130B of the Marine Protection Rules requires owners of oil transfer sites to develop contingency plans for dealing with oil spills into New Zealand's internal waters, territorial sea and exclusive economic zone. To meet its responsibilities, **ALLIED PETROLEUM LIMITED** has prepared this site marine oil spill contingency plan.

Safety

The safety of people overrides all other considerations. In the event of a spillage of flammable or explosive hydrocarbons, all sources of ignition must be shut down and the area checked for flammable vapours before deploying any machinery in the area. Operations in conditions that endanger personnel must be suspended until conditions improve.

No clean up of any spill or area is to commence until it has been determined safe to do so.

"Safe to do so" means each person must make a judgement based on his/her training and experience in coping with the situation faced. Personnel involved in a clean up must be appropriately trained and issued with the appropriate protective clothing and safety equipment.

Description of Site and Operations

ALLIED PETROLEUM LIMITED provides fixed facilities for the transfer of Diesel to surface vessels from the Deepwater Basin Wharf, Deepwater Basin, Milford Sound.

The maximum volume of fuel stored on site is **80,000 litres**. It is contained within **2 x 40,000 litres above ground bunded tanks rigidly piped and dispensed through 1 self contained fuel dispenser situated on the Deepwater Basin wharf.**

A site plan is attached including photographs of site in Appendix 2 of this plan.

Potential Spill Sources and Risks

This plan identifies the most common risks likely to occur during marine transfer operations. Spill events could arise from

Burst Hose – spill product could be up to 40 litres per minute based on pump flow rate of 40 lpm at maximum pump working pressure of 36 psi

Flange Failure – in an unlikely event of flange failure where gaskets may be subjected to wear during the course of hydrocarbon transfer, a spill volume of approximately 2 litres per minute may be occur until the pump has completely stopped

Valve Failure – in an unlikely event of a valve failure, an estimated spill of approximately 1 litre per minute may occur before a valve is completely secured and the pump stopped

Pipeline Leak – Tank pipeline leak may occur due to hydraulic hammering caused by abrupt interruption of product flow during transfer between tank and vessel. Although the scenario is unlikely to occur and estimated pipe line content of 10 litres may spill to the wharf before containment can be effectively in place

Vessel fuel tank overflow - Tank overflow can sometimes occur due to insufficient ullage or product remaining on vessel tanks are unknown. Product spill from vessel's tank ventilation may likely occur if this information is not known before product transfer commences. In an unlikely event of tank overflow, an approximately 10 litres may come out of the ventilation pipe before pump is completely stopped

Characteristics of Oils and Hydrocarbons Transferred at Site

Diesel

Material Safety Data Sheets are included for all hydrocarbons transferred in Appendix 4 of this plan

Preventative Measures in Place

Company Procedures for **ALLIED PETROLEUM LIMITED (APL)**.

As a Marine Fueling Site Operator, the company shall

- Regularly inspect transfer hoses, fittings, pipeline and valves.
- Have at hand sufficient material on site to contain spillages to water and ground
- Be aware of requirements for safe storage, handling and spill response for petroleum products

In addition, the following occurs or is in place:

- Pipeline pressure testing – 12 monthly
- A Maintenance Contractor undertakes quarterly inspection of hoses and couplings for wear and tear etc
- Signage and safety warning precautions are strategically in place within the area of operation
- Emergency shutdown procedure is clearly displayed for unmanned refuelling site.
- Emergency contact details in the event of spill or incident is posted on site.

Where bund is impossible as in bunkering, the use of absorbent socks, pillows, or pads in the event of a spill to be easily accessible within or near the dispenser pumps near the tank(s) and at the wharf. Materials are held on site at Fjordland Lobsters Depot adjacent to the refuelling facility at the Deepwater Basin wharf for this purpose. (Refer to Appendix 2)

The dispensing pump is known as submersible "Red Jacket" pump. Each is installed at the bottom end of draw pipe inside the tank(s). It is only automatically activated after a swipe card has been used at the dispenser pump and the nozzle is opened (i.e. activates on pressure drop). When not in use, the pipeline is not under pressure thus preventing accidental spillage greater than the contents of the pipeline. Standard operating procedures are in place that includes a "dead man" type delivery nozzle (i.e. requires the refuelling person to grip the nozzle open otherwise fuel will not flow). Prior to the pump delivering fuel it does a pipeline test. There is also a solenoid valve at the tank which only opens after the activation of the swipe card and prevents product siphoning from the pipeline in the event of a failure of the dispenser or of the pipeline itself. The emergency stop button is fitted at the dispenser.

Product Transfer from road tanker to shore tanks

As a Tanker Driver in control of product transfer, in accordance to standard procedure in unloading products to aboveground tank(s), the driver shall:

- Inspect transfer hoses, fittings, pipeline and valves at the wharf connection point
- Confirm available capacity (usage) of respective shore tank(s) to be filled
- Have at hand sufficient material on board tank wagon to contain potential spillages to land.

Spill Response Procedures (See Appendix 1 also)

The following procedures shall be undertaken in the event of a spill:

- Assess the spill and determine whether or not it is safe to proceed with response procedures.
- Be aware of the safety of the public. If appropriate evacuate the immediate vicinity and notify Fire Service and/or Police.
- Take immediate action to prevent further discharge at the source and limit or contain the spill by activating emergency stop to close the isolating valve and shutting down pumps
- Commence containment i.e. by placing sorbent material around drain points etc.
- Report the spill following the notification procedures outlined in this plan
- Mobilise appropriate spill equipment and personnel to commence clean up.
- Clean-up in such a manner as to ensure no further environmental damage. This will normally be by mopping product up, absorbent materials may be used to clean-up traces or clean-up minor spills
- Clean-up should be undertaken so that the area affected is returned as near as possible to its natural state prior to the spillage

(It is recognized and probable that spillage may be part of a fire or similar emergency and that the Fire Service and Police would supervise the event probably by appointing an Incident Controller. In this case, any clean-up operation would be subordinate to that agency.)

N.B If the situation were to arise then it would be beyond the scope of this plan

REFER TO THE MSDS's (In Appendix 4) FOR ENVIRONMENTAL, HEALTH AND SAFETY INFORMATION.

These spill response procedures designed to cope with either a Type A or Type B spill event
All spills will be evaluated as soon as possible by the spiller and categorized in the following degree of magnitude

Type A

A spill which is capable of being handled by the site operator and where the oil has not entered the waterways

Type B

A spill which is capable of being handled by the site operator BUT where the oil has entered the waterways.

Regional Response

Note: If after the Regional Council has been notified and the Regional On-scene Commander determines the spill to be a Tier 2 response any directions given by the ROSC to deal with the spill should be followed.

The Regional Councils' On-Scene Commander can take control of the response if it is considered that the spill is beyond the capability of the Tier 1 response or if the response is being inadequately managed.

If the spiller considers that the clean-up operation is beyond their control, they may ask the Regional Council to escalate the incident up to a Regional Response Tier 2.

Once a spill has been categorized as requiring a regional response, the spiller should assist with the clean-up in any reasonable manner under the direction of the Regional On-Scene Commander

The Regional On-Scene Commander will supervise the clean up operation using all personnel and equipment at their disposal.

If the spill escalates to this level, then it is outside the confines of this plan. The Emergency Response Coordinator will arrange for assistance to travel to the site until the Regional On-Scene Commander arrives and takes control

Notification Procedures (See Appendix 1 also)

Immediately after any marine oil spill, the Person/Operator discovering the spill must report, by fastest means of communication available and with the highest possible priority to the regional council using the following procedures.

In APL company's Emergency Plans, there is a reporting procedure relating to the relevant authorities

- 1 For Spill incidents call the following APL personnel in order until contact is made, then assist at site if possible until further instructed.

Aaron Scarlett	Territory Manager (Southland)	027 496 4346
Sean Rooney	Compliance and Infrastructure Manager (Christchurch)	027 244 4027
Ray Marsh	National Sales Manager (Christchurch)	027 569 5557

Or notify spill by calling

- Other APL Management Personnel as reflected on Emergency Response Contact list on page 7
- APL Customer Service 24 hour Help Desk 0800 383 566 or during office hours for:

CS Christchurch 03 348 6088

- 2 Notify Regional Council at the first instance after the initial notification to APL is made (See page 7)

- 3 Call Emergency 111 (if required) for spill incidents requiring Fire Service or Police Assistance

In this there are some judgment calls that the person evaluating the spill will need to make, its consequences, and the ability to control before escalated assistance is required. A list of relevant phone numbers and personnel to contact is included in a following subsection

Fill in a spill notification report form as set out in Appendix 3. When practicable fax or hand this report to the Regional On Scene Commander

ALL SPILLS INTO THE MARINE ENVIRONMENT OR THAT ARE LIKELY TO REACH THE MARINE ENVIRONMENT, NO MATTER HOW SMALL, ARE TO BE IMMEDIATELY REPORTED TO THE REGIONAL COUNCIL.

Spill Response Equipment

- A 240L Marine Wheely Bin Spill Response Kit is stored on site at Fiordland Lobsters Depot adjacent to the refuelling facility at the Deepwater Basin wharf.
- The Milford Sound Development Authority has an Oil Spill Equipment Store which is located 2.25 kilometres from the site at the north end of the Freshwater Basin Visitor Transfer Facility
- Additional spill response equipment owned by Maritime NZ and managed by Environment Southland is located at Bluff but this is at least 3.5 hours away by road.
- All Petroleum bulk fuel delivery vehicles carry emergency spill response kits

The following standard spill equipment listed below is held on site:

SPILL KIT CONTENTS		
PART NUMBER	COMPONENT TYPE	QUANTITY
	MARINE WHEELIE BIN SPILL RESPONSE KIT - 240 LITRE	
	WHEELIE BIN - 240 LITRE	5
DISBAG	HEAVY DUTY DISPOSABLE BAG	3
	PVC GLOVES	3
M81	MATABORB - ABSORBENT SWEEP	
M35	MATABORB - 6.1 METRE LONG ABSORBENT SOCKS	2
M75	MATABORB - ABSORBENT PADS	100
M65	MATABORB - ABSORBENT PILLOWS	3
	DRAIN MAT	2
	CAUTION TAPE - 50 METRES	1
	ROAD CONES - SAFETY	2
	INSTRUCTION SHEET	1
	CONTENTS LIST	1

Emergency Contact Telephone Numbers (24hr)

(i) *Operator or the operator's site representative contact numbers*

Allied Petroleum Limited – 0800 383 668 Office hours
(After Office hours redirects to ECL 0800 830 831 24 hour help line)

(ii) *Regional Council:*

Southland Regional Council – Oil Response phone numbers

	Tel	Fax	Hours of Opn
Pollution Hotline	(03) 211 5245		24 hours
Regional On-Scene Commander	(03) 211 5115 (021) 784 962	(03) 211 5252	24 hours
Harbourmaster	(03) 211 5115 (021) 784 968		24 hours

(iii) *Organisations contacted to the operator to respond to oil spills at the site*

ECL – 24 hour 0800 830 831

(iv) *Off-duty personnel with responsibilities for dealing with oil spills*

Aaron Scarlett	Mobile 0274 954 346	A/h 03 213 1329
Kevin Sim	Mobile 0274 834 653	A/h 03 339 6216
Brett Haldane	Mobile 0272 482 242	A/h 03 356 1977

(v) *Other persons whose interests in or around the site are likely to be affected by an oil spill at the site*
 All contact people and their contact details shall be checked and updated regularly

Milford Sound Development Authority - Andrew Welsh 03 249 8002 / 021 512 698
- Matthew Reeves 03 249 9027

Fiordland Lobster Co - Wayne Ashby @ Milford Sound 03 249 8083 (24 hours)
Grant Walker @ Te Anau 03 249 9760 / 0274 634 064

Debriefing, Plan Review and Plan Testing

Debriefing: After the spill response has been completed a debriefing involving all personnel concerned with the spill should be carried out, and a report with recommendations compiled to the Regional Council

Allied Petroleum Limited should arrange a debriefing with all parties involved at the earliest opportunity. A report of this debriefing must be forwarded to Southland Regional Council's Regional On-Scene Commander

Plan Review: The plan must be reviewed not less than once every twelve months to check the currency and completeness of the information contained in it.

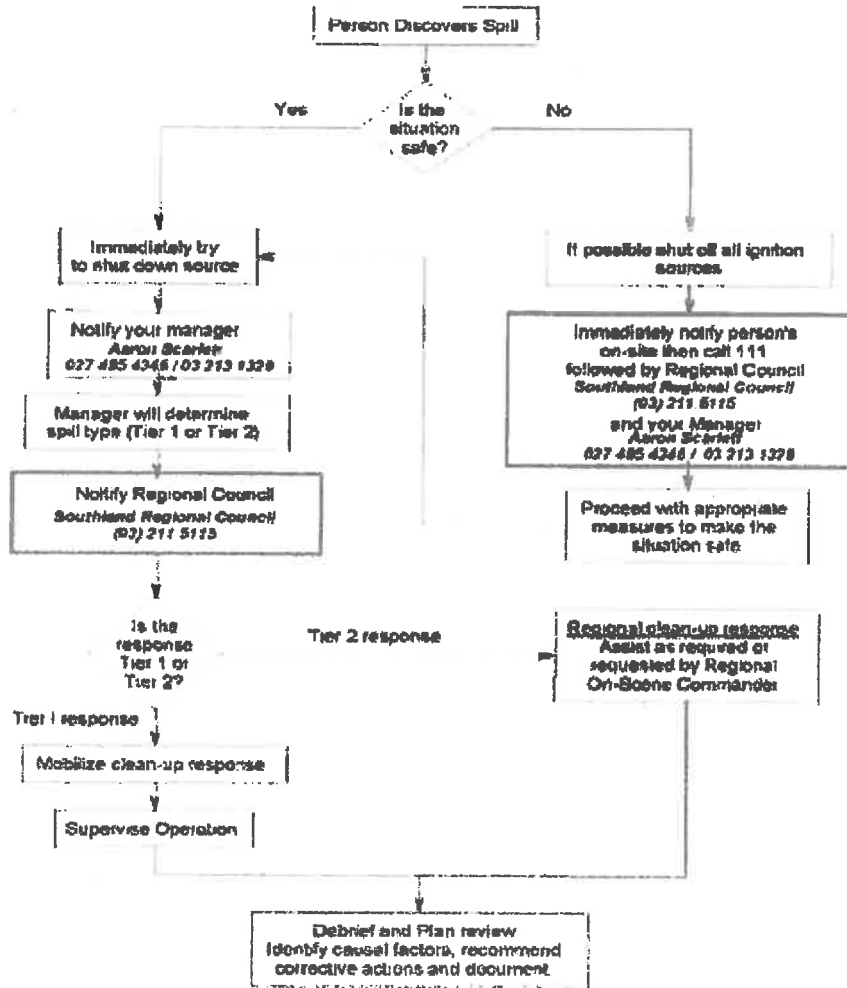
This plan must also be reviewed after its use in response to an oil spill and any changes made must be notified to the Regional Council.

Plan Testing: This plan must be fully tested not less than once every twelve months, with individual components of the plan being tested as necessary

Any modification that would increase the effectiveness of the plan must be made and notified to the Southland Regional Council.

Appendix 1

Hydrocarbon Spill Notification Flowchart



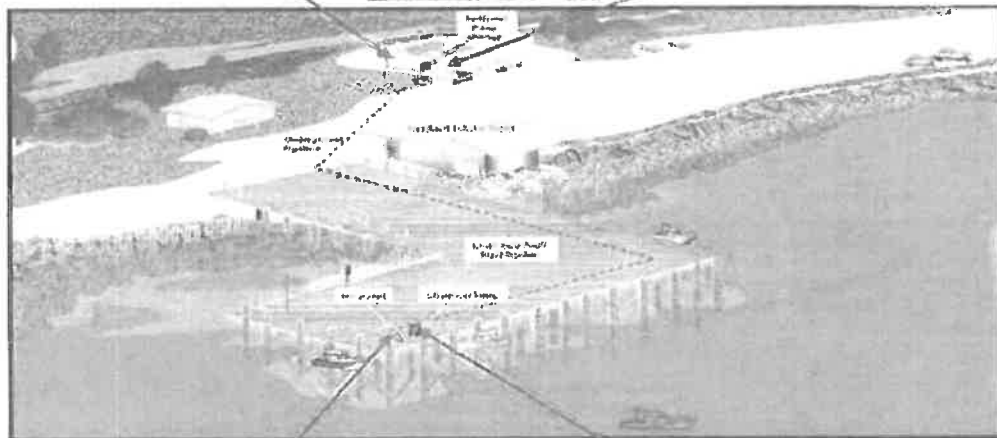
Appendix 2
Site Plan
Deepwater Basin,
Milford Sound Marine Stop



Tanker suction pump

2 x 40,000 litres aboveground tanks

Submersible Redjacket pump (inside tank)



Dispenser pump and hose reel at wharf



Appendix 4



Product Name: DIESEL FUEL
Revision Date: 31 Jan 2012
Page 12 of 24

MATERIAL SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

As of the revision date above, this (M)SDS meets the regulations in New Zealand.
PRODUCT

Product Name: DIESEL FUEL
Product Description: Hydrocarbons and Additives
Product Code: 166009-86, 169938-86, 176156-86
Intended Use: Diesel engine fuel

COMPANY IDENTIFICATION

Supplier: Mobil Oil New Zealand Limited
c/o Russell McVeagh
Vero Centre
48 Shortland Street
Auckland 1140 New Zealand

National Poison Control Centre +64 3 479 7248 / Freephone 0800 764 766
General Contact Number +64 4 568 0400

SECTION 2 HAZARDS IDENTIFICATION

HAZARD CLASSIFICATION: HAZARDOUS SUBSTANCE. DANGEROUS GOOD.

This material is hazardous according to regulatory guidelines (see (M)SDS Section 15)

CLASSIFICATION:

3.1D
6.3B 6.7B 6.1E
9.1B

Flammable liquid: Category 4.
Skin irritation: Category 3. Carcinogen: Category 2. Aspiration toxicant: Category 1
Acute aquatic toxicant: Category 2 Chronic aquatic toxicant: Category 2.

LABEL:

Symbol:



Signal Word: Danger

Hazard Statements:

Physical: H227: Combustible liquid
Health: H304: May be fatal if swallowed and enters airways H318: Causes mild skin irritation. H351: Suspected of causing cancer
Environmental: H411: Toxic to aquatic life with long lasting effects

Precautionary Statements:

General: P101: If medical advice is needed, have product container or label at hand P102: Keep out of reach of children P103: Read label before use
Prevention: P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood P210: Keep away from flames and hot surfaces -- No smoking. P273: Avoid release to the environment. P280: Wear protective gloves and eye / face protection. P281: Use personal protective equipment as required.
Response: P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician P308 + P313: IF exposed or concerned: Get medical advice/attention P331: Do NOT induce vomiting P332 + P313: If skin irritation occurs: Get medical advice/attention P370 + P378: In case of fire: Use water fog, foam, dry chemical or carbon dioxide (CO2) for extinction P391: Collect spillage
Storage: P403 + P235: Store in a well-ventilated place Keep cool P405: Store locked up
Disposal: P501: Dispose of contents and container in accordance with local regulations.

Contains: FUELS, DIESEL

Other hazard information:

PHYSICAL / CHEMICAL HAZARDS

Material can accumulate static charges which may cause an ignition. Material can release vapours that readily form flammable mixtures. Vapour accumulation could flash and/or explode if ignited

HEALTH HAZARDS

High-pressure injection under skin may cause serious damage. Harmful by inhalation. Danger of adverse health effects by prolonged exposure. Repeated exposure may cause skin dryness or cracking. Mildly irritating to skin. May be irritating to the eyes, nose, throat, and lungs. May cause central nervous system depression.

ENVIRONMENTAL HAZARDS

No additional hazards.

NOT: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3

COMPOSITION / INFORMATION ON INGREDIENTS

This material is defined as a mixture.

Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
FATTY ACIDS, RAPE-OIL, ME ESTERS	65566-25-0	0 - 20%	H304
FATTY ACIDS, TALLOW, ME ESTERS	61758-01-2	0 - 20%	H304
FUELS, DIESEL	08334-50-5	80 - > 99%	H227, H304, H332, H351 H315, H373, H411
USED COOKING OIL, METHYL ESTERS	28550	0 - 20%	H304

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume. Other ingredients determined not to be hazardous.

NOTE: Composition may contain up to 0.5% performance additives and / or dyes

SECTION 4 FIRST AID MEASURES

INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Wash contact areas with soap and water. Remove contaminated clothing. Launder contaminated clothing before reuse. Remove contaminated clothing. Dry wipe exposed skin and cleanse with waterless hand cleaner and follow by washing thoroughly with soap and water. For those providing assistance, avoid further skin contact to yourself or others. Wear impervious gloves. Launder contaminated clothing separately before reuse. Discard contaminated articles that cannot be laundered. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIAN

If ingested, material may be aspirated into the lungs and cause chemical pneumonitis. Treat appropriately.

PRE-EXISTING MEDICAL CONDITIONS WHICH MAY BE AGGRAVATED BY EXPOSURE

Contains hydrocarbon solvent/petroleum hydrocarbons; skin contact may aggravate an existing dermatitis.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

Inappropriate Extinguishing Media: Straight streams of water.

FIRE FIGHTING

Fire Fighting Instructions: Evacuate area. Prevent run-off from fire control or dilution from entering streams, sewers or drinking water supply. Fire-fighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Unusual Fire Hazards: Hazardous material. Firefighters should consider protective equipment indicated in Section 8.

Hazardous Combustion Products: Smoke, Fume, Aldehydes, Sulphur oxides, Incomplete combustion products, Oxides of carbon.

FLAMMABILITY PROPERTIES

Flash Point (Method): >61°C (142°F) [ASTM D-93]

Flammable Limits (Approximate volume % in air): LEL: 0.6 UEL: 7.0

Autoignition Temperature: N/D

Hazchem Code: 3Z

SECTION 8 ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations.

PROTECTIVE MEASURES

Avoid contact with spilled material. Warn or evacuate occupants in surrounding and downwind areas if required, due to toxicity or flammability of the material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders. For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H₂S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

Land Spill: Eliminate all ignition sources (no smoking, flames, sparks or flames in immediate area). Stop leak if you can do so without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewers, basements or confined areas. A vapour-suppressing foam may be used to reduce vapour. Use clean non-sparking tools to collect absorbed material. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. **Large Spills:** Water spray may reduce vapour, but may not prevent ignition in enclosed spaces. **Small Spills:** Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal.

Water Spill: Stop leak if you can do so without risk. Confine the spill immediately with booms. Warn other shipping. Remove from the surface by skimming or with suitable absorbents. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material, however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dyke far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7 HANDLING AND STORAGE

HANDLING

Avoid all personal contact. Do not siphon by mouth. Do not use as a cleaning solvent or other non-motor fuel uses. For use as a motor fuel only. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers or other electronic devices etc) in or around any fuelling operation or storage area unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). When the material is handled in bulk, an electrical spark could ignite any flammable vapors from liquids or residues that may be present (e.g., during switch-loading operations). Use proper bonding and/or earthing procedures. However, bonding and earthing may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

The container choice, for example storage vessel, may effect static accumulation and dissipation. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area. Keep away from incompatible materials. Storage containers should be earthed and bonded. Fixed storage containers, transfer containers and associated equipment should be earthed and bonded to prevent accumulation of static charge.

SECTION 8 EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit/Standard	Note	Source	Year
FUELS, DIESEL	Stable Aerosol	TWA 5 mg/m ³		ExxonMobil	2011
FUELS, DIESEL	Vapour	TWA 200 mg/m ³		ExxonMobil	2011
FUELS, DIESEL [as total hydrocarbon vapor]	Inhalable fraction and vapour	TWA 100 mg/m ³	Skin	ACGIH	2011

Biological limits

No biological limits allocated

NOTE: Limits/standards shown for guidance only. Follow applicable regulations

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider:

Use explosion-proof ventilation equipment to stay below exposure limits

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as

applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

No special requirements under ordinary conditions of use and with adequate ventilation
Organic vapour

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapour warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

Chemical resistant gloves are recommended. Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves. Nitrile, Viton

Eye Protection: If contact with material is likely chemical goggles are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include: Chemical/resistant clothing is recommended.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9

PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid
Colour: Yellow
Odour: Petroleum/Solvent
Odour Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.82 - 0.88
Flash Point (Method): >61°C (142°F) [ASTM D-93]
Flammability (Solid, Gas): N/A
Flammable Limits (Approximate volume % in air): LEL: 0.6 UEL: 7.0
Explosive Properties: N/D
Autoignition Temperature: N/D
Boiling Point / Range: > 149°C (300°F)
Decomposition Temperature: N/D

Vapour Density (Air = 1): > 2 at 101 kPa
Vapour Pressure: 0.067 kPa (0.5 mm Hg) at 20 °C
Evaporation Rate (n-butyl acetate = 1): N/D
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): > 3.5
Solubility in Water: Negligible
Viscosity: <4.5 cSt (4.5 mm²/sec) at 40°C
Molecular Weight: N/D
Oxidizing Properties: See Hazards Identification Section

OTHER INFORMATION

Freezing Point: N/D
Melting Point: N/A
Pour Point: < 12 °C (54 F)

SECTION 10 STABILITY AND REACTIVITY

STABILITY: Material is stable under normal conditions

CONDITIONS TO AVOID: Open flames and high energy ignition sources

MATERIALS TO AVOID: Halogens, Strong Acids, Strong Bases, Strong oxidisers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

Route of Exposure	Conclusion / Remarks
Inhalation	
Toxicity (Rat) LC50 4100 mg/m ³	Moderately toxic. Based on test data for structurally similar materials.
Irritation: No end point data	Elevated temperatures or mechanical action may form vapours, mist, or fumes which may be irritating to the eyes, nose, throat or lungs.
Ingestion	
Toxicity (Rat) LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for structurally similar materials.
Skin	
Toxicity (Rabbit) LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for structurally similar materials.
Irritation (Rabbit): Data available	Irritating to the skin. Based on test data for structurally similar materials.
Eye	
Irritation (Rabbit): Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials.

OTHER HEALTH EFFECTS FROM SHORT AND LONG TERM EXPOSURE

Anticipated health effects from sub-chronic, chronic, respiratory or skin sensitization, mutagenicity, reproductive toxicity, carcinogenicity, target organ toxicity (single exposure or repeated exposure), aspiration toxicity and other effects based on human experience and/or experimental data.

For the product itself:

Vapour concentrations above recommended exposure levels are irritating to the eyes and the respiratory tract, may cause headaches and dizziness, are anaesthetic and may have other central nervous system effects. Small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema.

Diesel fuel: Carcinogenic in animal tests. Caused mutations in-vitro. Repeated dermal exposures to high concentrations in test animals resulted in reduced litter size and litter weight, and increased fetal resorptions at maternally toxic doses. Dermal exposure to high concentrations resulted in severe skin irritation with weight loss and some mortality. Inhalation exposure to high concentrations resulted in respiratory tract irritation, lung changes/infiltration/accumulation, and reduction in lung function. Diesel exhaust fumes: Carcinogenic in animal tests. Inhalation exposure to exhaust for 2 years in test animals resulted in lung tumours and lymphoma. Extract of particulate produced skin tumours in test animals. Caused mutations in-vitro.

Additional information is available by request.

IARC Classification:

The following ingredients are cited on the lists below: None

1 = IARC 1

REGULATORY LISTS SEARCHED -
2 = IARC 2A

3 = IARC 2B

SECTION 12 ECOLOGICAL INFORMATION

The information given is based on data available for the material, the components of the material, and similar materials

ECOTOXICITY

Material -- Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment

MOBILITY

More volatile component -- Highly volatile, will partition rapidly to air. Not expected to partition to sediment and wastewater solids.
High molecular wt. component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Material -- Expected to be inherently biodegradable

Atmospheric Oxidation:

More volatile component -- Expected to degrade rapidly in air

BIOACCUMULATION POTENTIAL

Material -- Has the potential to bioaccumulate, however metabolism or physical properties may reduce the bioconcentration or limit bioavailability.

ECOLOGICAL DATA

Ecotoxicity

Test	Duration	Organism Type	Test Results
Aquatic - Acute Toxicity	96 hour(s)	Fish	LLSD 1 - 100 mg/l; data for similar materials
Aquatic - Acute Toxicity	48 hour(s)	Daphnia magna	ELSO 1 - 1000 mg/l; data for similar materials
Aquatic - Chronic Toxicity	72 hour(s)	Pseudokirchneriella subcapitata	NOELR 1 - 10 mg/l; data for similar materials
Aquatic - Acute Toxicity	72 hour(s)	Pseudokirchneriella subcapitata	ELSO 1 - 100 mg/l; data for similar materials

Persistence, Degradability and Bioaccumulation Potential

Media	Test Type	Duration	Test Results
Water	Ready Biodegradability	28 day(s)	Percent Degraded < 60 similar material

SECTION 13 DISPOSAL CONSIDERATIONS

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. **DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.**

SECTION 14 TRANSPORT INFORMATION**LAND**

Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S.
(Fuels, diesel)
Hazard Class: 9
Hazchem Code: 3Z
UN Number: 3082
Packing Group: III
Label(s) / Mark(s): 9 EHS

SEA (IMDG)

Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S.
(Fuels, diesel)
Hazard Class & Division: 9
EMS Number: F-A, S-F
UN Number: 3082
Packing Group: III
Marine Pollutant: Yes
Label(s): 9
Transport Document Name: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (Fuels, diesel), 9, PG III, MARINE POLLUTANT

AIR (IATA)

Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S.
(Fuels, diesel)
Hazard Class & Division: 9
UN Number: 3082
Packing Group: III
Label(s) / Mark(s): 9, EHS
Transport Document Name: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (Fuels, diesel), 9, PG III

SECTION 15**REGULATORY INFORMATION**

This material has been classified according to the Environmental Risk Management Authority (ERMA) under ERMA Approval Code: HSR001441

Product is regulated according to New Zealand Land Transport Rule.

REGULATORY STATUS AND APPLICABLE LAWS AND REGULATIONS

Complies with the following national/regional chemical inventory requirements:
PICCS, TSCA, AICS, EINECS

SECTION 16**OTHER INFORMATION**

N/D = Not determined, NA = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

- H227 Combustible liquid; Flammable Liquid, Cat 4
- H304 May be fatal if swallowed and enters airways; Aspiration, Cat 1
- H315 Causes skin irritation; Skin Cor/Irritation, Cat 2
- H332 Harmful if inhaled; Acute Tox inh Cat 4
- H351 Suspected of causing cancer; GHS Carcinogenicity, Cat 2
- H373 May cause damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 2
- H411 Toxic to aquatic life with long lasting effects; Chronic Env Tox Cat 2

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

Revision Changes

- Section 04: First Aid Skin was modified.
- Section 04: First Aid Ingestion - Header was modified
- Section 06: Protective Measures was modified
- Section 06: Notification Procedures - Header was modified
- Section 11: Skin Irritation Conclusion was modified.
- Section 06: Accidental Release - Protective Measures - Header was modified
- Section 11: Acute Toxicity Table Header was modified.
- Section 09: Phys/Chem Properties Note was modified
- Section 09: Colour was modified
- Section 08: Physical State was modified.
- Section 11: Inhalation - Header was modified.
- Section 11: Inhalation Lethality Conclusion was modified
- Section 09: Boiling Point °C(°F) was modified
- Section 09: Evaporation Rate - Header was modified.
- Section 08: Comply with applicable regulations phrase was modified.
- Section 09: Vapour Pressure was modified.
- Section 07: Handling and Storage - Handling was modified.
- Section 07: Handling and Storage - Storage Phrases was modified.
- Section 01: Company Mailing Address was modified
- Section 01: Company Mailing Address was modified
- Section 07: Precautions was modified.
- Section 11: Inhalation Lethality Test Data was modified
- Section 11: Inhalation Irritation Test Data was modified
- Section 05: Hazardous Combustion Products was modified.
- Section 08: Relative Density - Header was modified.
- Section 09: Flash Point °C(°F) was modified.
- Section 09: Viscosity was modified
- Section 04: First Aid Pre-existing Medical Conditions was modified.
- Section 08: Hand Protection was modified
- Section 14: Transport Document Name was modified.
- Section 11: Inhalation Lethality Test Comment was modified
- Section 15: National Chemical Inventory Listing was modified

Hazard Identification: Hazards Note was modified.
Composition: Footnotes was modified.
Section 08: Exposure Limits Table was modified.
Section 09: Oxidizing Properties was modified.
Section 01: Company Contact Methods Sorted by Priority was modified.
Section 11: Tox Table - Header was modified.
Hazard Identification: Health Hazards - Header was modified.
Composition: Component Table was modified.
Section 16: HCode Key - Header was modified.
Section 16: HCode Key was modified.
Hazard Identification: Physical/Chemical Hazard was modified.
Hazard Identification: Health Hazards was modified.
GHS Precautionary Statements - Storage - Header was modified.
Section 01: Hazard Classification - Header was modified.
Section 15: Labeling - Header was modified.
Section 09: Explosive Properties - Header was modified.
Composition: Australia Hazardous Substance/Dangerous Good Statements - Header was modified.
Section 02: GHS Contains for LABEL_GHS codes was modified.
Section 05: Fire Fighting Measures - Unusual Fire Hazards was added.
Section 05: Fire Fighting Measures - Unusual Fire Hazards - Header was added.
Section 12: Environmental fate table in section 12 was added.
Section 01: Company Mailing Address was added.
Section 01: Company Mailing Address was added.
Section 12: Media - Column Header was added.
Section 12: Test Type - Column Header was added.
Section 12: Duration - Column Header was added.
Section 12: Test Results - Column Header was added.
Section 12: Test Type - Column Header was added.
Section 12: Environmental tox table header was added.
Section 12: Test - Column Header was added.
Section 12: Organism Type - Column Header was added.
Section 12: Duration - Column Header was added.
Section 12: Test Results - Column Header was added.
Section 08: Respiratory Protection was added.
Section 12: Environmental tox table in section 12 was added.
Section 12: Ecological data - Header was added.
Section 11: Other Health Effects was deleted.
Section 11: Other Health Effects was deleted.
Section 16: Revision Information - Implementation of GHS rerequirements phrase was deleted.

THIS SDS COVERS THE FOLLOWING MATERIALS: B10 DIESEL (97BA74) | B20 DIESEL (97BA75) | B5 DIESEL (97AZ23; 98JU69) | B5 SYNERGY DIESEL (97AZ79; 98JY76) | DIESEL (NZ, 1011103, 169009-86) | MARINE GAS OIL (NZ, 551119, 176136-86) | SYNERGY DIESEL (NZ, 1011103, 169036-89)

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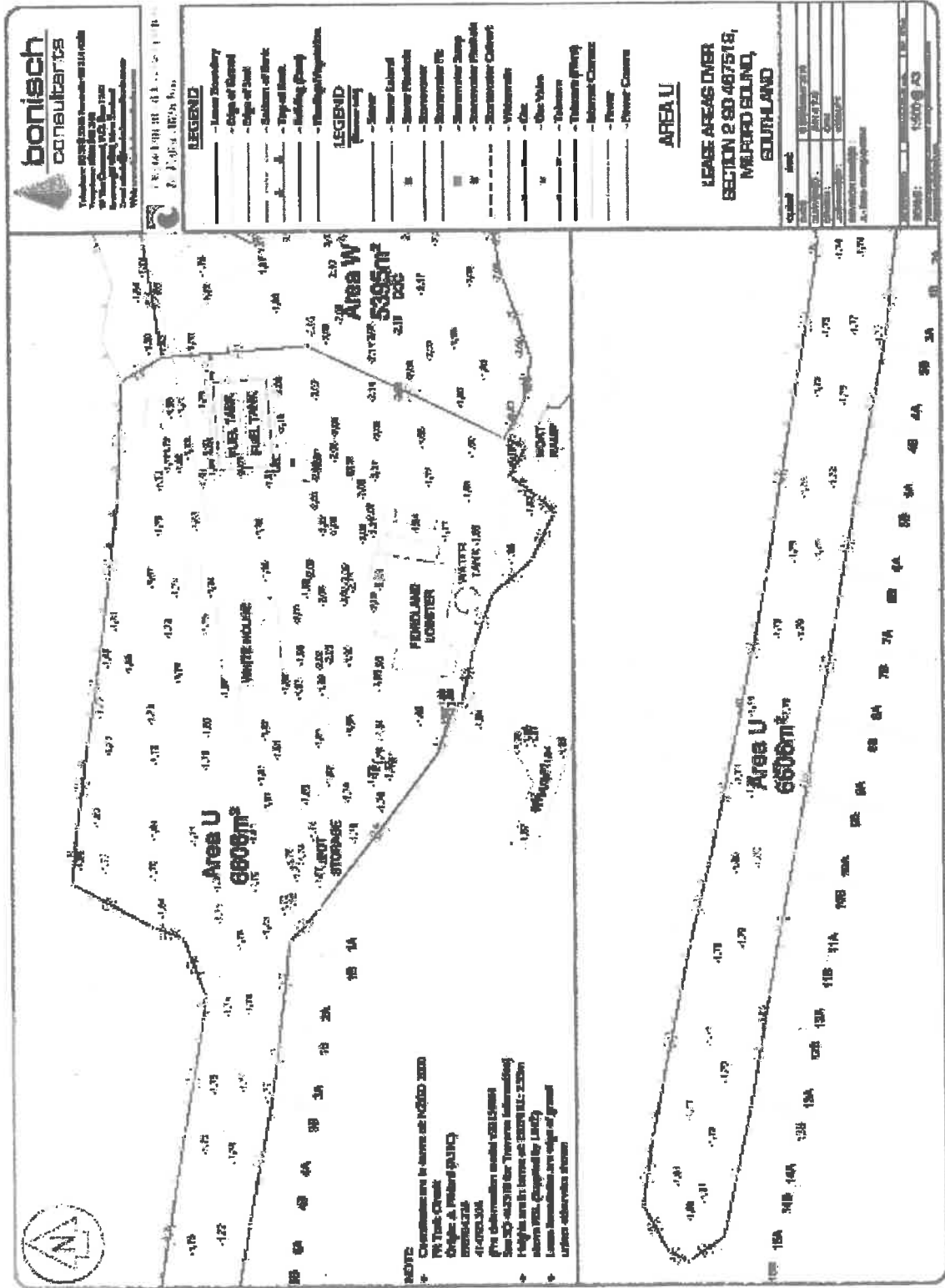
End of (M)SDS

**Allied Petroleum Limited
Tier 1 Oil Spill Response Plan for
Fixed Facility Operations
Deepwater Basin, Milford Sound**

Record of change and amendments

Date Last Reviewed	Reviewed by / Position	Changes / Amendments	Next Review Date
February 2011	Gary Richardson Marketing Representative	Entire Docs drafted to comply with MNZ Advisory Circular 130B-2 of the Marine Protection Rule Part 130B	February 2012
May 30, 2014	Edwin Diaz AIMS Manager	Document reviewed, enhanced and updated for SRC review, recertification and approval	May 30, 2015
August 1, 2014	Edwin Diaz AIMS Manager	Final document reviewed and approved by SRC	August 1, 2015

SCHEDULE 3 - SURVEY PLANS OF DEEPWATER BASIN & THE FACILITIES



SCHEDULE 4 ENVIRONMENT SOUTHLAND COASTAL PERMITS



**environment
SOUTHLAND**

Application No: D036-045
Consent No: 202922

Cnr North Road and Price Street
(Private Bag 90116)
Invercargill

Telephone (03) 211 5115
Fax No. (03) 211 5252
Southland Freephone No. 0800 76 88 45

Coastal Permit

Pursuant to Section 104B of the Resource Management Act 1991, a resource consent is hereby granted by the Southland Regional Council (the "Council") to Department of Conservation (the "consent holder") of P O Box 29, Te Anau from 24 January 2006.

Please read this Consent carefully, and ensure that any staff or contractors carrying out activities under this Consent on your behalf are aware of all the conditions of the Consent.

Details of Permit

Purpose for which permit is granted:	to occupy the coastal marine area with an existing commercial berthing facility consisting of 30 berths along pens, a five-pile mooring and a wharf, predominantly utilised by the fishing industry
Location	- site locality - map reference - receiving environment
Expiry date	

Deepwater Basin, Milford Sound, Fiordland
between D40:075-020 and D40:075-022
coastal marine area

24 January 2021

Schedule of Conditions

Time and Purpose

1. This consent is granted for a period of 15 years.
(Note: Pursuant to Sections 123 and 124 of the Resource Management Act 1991, a new consent will be required at the expiration of this consent. The application will be considered in accordance with the plans in effect at that time, and the adverse effects of the proposed activity).
2. This consent authorises the consent holder to occupy the coastal marine area with a commercial berthing facility of 30 berths along pens, a five-pile mooring, and a wharf in

Deepwater Basin, Milford Sound, as described in the application, between approximate map references NZMS D40:075-020 and NZMS D40:075-022.

3. The purpose of these structures is predominantly for the fishing fleet, recreational vessels, and berthing of eco-tourism vessels.

Restrictions on Operations

4. (a) Use of the structure is restricted to the maximum loading specified by a Chartered Professional Engineer and that limit shall be clearly displayed on the structure. The loading shall be reassessed at intervals of not more than six years and a report on the maximum loading limit of the wharf shall be notified to Southland Regional Council within 10 working days.
- (b) In addition to condition 4(a), the entire structure shall be inspected by a suitably qualified person every three years from the granting of this consent and a report on the structure condition sent to the Southland Regional Council prior to 31 December of that year. These reports will be available to any person upon request.
- (c) The consent holder shall maintain the structures in good repair, appearance and condition. Only work authorized by Rules 11.4.1 and 11.4.2 of the Proposed Regional Coastal Plan (appended) may be carried out to maintain, repair, reconstruct, alter, or upgrade the wharf. Any work not authorised by these rules requires an amendment to this consent or a new resource consent.
- (d) The consent holder shall inform Southland Regional Council of any work pursuant to Rule 11.4.2 of the Proposed Regional Coastal Plan (appended) a minimum of two working days prior to it commencing.
5. The consent holder shall ensure that
- (a) the appropriate structure number A5011, for the five-pile mooring, and A94354, for the berthing pens and wharf, is displayed on the respective structures;
- (b) that floating logs are removed from around the structures, as necessary for the safety of the structures and vessels using the structures;
- (c) the structures is not occupied at any time as temporary or permanent living quarters;
- (d) the five-pile mooring is only utilised in such a way that access to the backwater channel for small vessels is not impeded; and
- (e) refueling only occurs at the fuel facility located on the wharf.
6. Neither the issuing of this consent nor anything contained in it shall affect the liability of the consent holder for any damage or injury caused by the structure to any vessel, boat or person through any default or neglect of the consent holder.
7. Upon expiry or cancellation of the consent the consent holder shall, if required by the Council to do so, remove the structure entirely from the site and restore the site to its original condition within three months from the date of expiry or cancellation. If the consent holder fails to do so, the Council may remove the structure and restore the site, recovering any costs incurred from the consent holder.
8. In the event of a discovery, or suspected discovery, of a site of cultural importance (Wāhi Taonga/tapu), the consent holder shall immediately cease operations in that location and